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Contents.

CURRENT TOPICS	483	LAW STUDENTS' JOURNAL	404
THE LAND TRANSFER RULES	486	LEGAL NEWS	405
TIED HOUSES	486	COURT PAPERS	406
REVIEWS	487	WINDING UP NOTICES	406
CORRESPONDENCE	488	CREDITORS' NOTICES	406
NEW ORDERS, &c.	491	BANKRUPTCY NOTICES	407
LAW SOCIETIES	492		

Cases Reported this Week.

In the Solicitors' Journal.

Auriferous Properties (Lim.), Re	491
Birmingham Breweries (Lim.) v. Jameson	493
Fell v. Official Trustee of Charity Lands	498
Lagunas Nitrate Co. v. The Lagunas Syndicate	490
Mersey Docks and Harbour Board v. Twigg & Butters	490
Paynter v. Watson	400

In the Weekly Reporter.

Atkinson (Deceased), In re. Waller v. Atkinson	493
Attorney-General v. Beech and Another	492
Brooke and Fremelin's Contract, In re	492
Butler, In the Goods of	445
Hawkes, In re. Ackerman v. Lockhart	445
Serie, In re. Gregory v. Serie	440
Spencer v. Lancashire and Yorkshire Railway Co.	443
Stiles, In the Goods of	444

CURRENT TOPICS.

WE HEAR, on going to press, that the coming into effect of the Land Transfer Act, 1897, is to be postponed to September 1st next.

WE PRINT elsewhere a transfer to Mr. Justice BYRNE of 40 actions from NORTH, J., 30 actions from STIRLING, J., and 30 actions from ROMER, J. Mr. Justice BIGHAM is to sit in place of Mr. Justice BYRNE during his illness.

IN COMMENTING (*ante*, p. 374) on the recent decision of Mr. Justice STIRLING in *Re Keck and Hart's Contract* (*ante*, p. 380, 46 W. R. 389), we pointed out that the decision left open one of the questions decided by *Re Tibbitts' Settled Estates* (46 W. R. 3; 1897, 2 Ch. 149)—namely, that under section 4 of the Settled Land Act, 1890, a charge on the estate of the tenant for life creates a compound settlement. This appears to have been expressly decided by NORTH, J., in the last-mentioned case, and was relied upon by Mr. Justice STIRLING as one ground for distinguishing that case from *Re Keck and Hart's Contract*. We ventured (as we had done before), with great deference to Mr. Justice NORTH, to urge that he had taken an erroneous view of the effect of section 4; that the sole object of that provision was to render it unnecessary for a person entitled under an instrument of the description therein mentioned to consent, under section 50 of the Settled Land Act, 1882, to the exercise by the tenant for life of his statutory powers; that the section did not in any sense relate to the appointment of trustees for the purposes of the Settled Land Acts, and that the phrase "one of the instruments creating the settlement" could not be construed as meaning "one of the instruments creating a compound settlement." We reported last week a fresh decision by Mr. Justice STIRLING in *Re Du Cane and Nettlefold's Contract* (*ante*, p. 463), in which, as we understand the judgment, that learned judge completely sanctions the construction of section 4 for which we have always contended. He said: "The vendor contends that the section is limited to excluding the operation of section 50 of the Act of 1882. That contention is borne out by the concluding words of the section. It seems to me that the language of the Act is satisfied by the limited construction placed on it by the vendor, and that the section does not make any assignment to which it refers an instrument for all the purposes of the Act. In coming to that conclusion I found myself on the last words of the section,

and on the consideration that that appears to be the difficulty which was intended to be met by the section as a whole, and the only difficulty so far as I can see. I cannot say that everything for the purposes of the Act is to be read into the section." And, apart from section 4, the learned judge held that there was nothing in the Settled Land Acts, "as a general rule," to compel trustees of a compound settlement to be appointed "whenever a deed is executed affecting interests under the original settlement so that that settlement is no longer the only instrument by which land stands limited to persons by way of succession." He also took occasion to say that, on consideration, he adhered to his decision in *Re Keck and Hart's Contract* that an appointment of jointures would not create a compound settlement, and added that there was "nothing in the Act which says that trustees of the settlement for the purposes of the Act are to be deprived of their power of receiving and giving receipts for purchase-money by a charge of portions." The profession owe a debt of gratitude to Mr. Justice STIRLING for his decisions and for the admirable reasoning by which they are supported. We will not venture to indicate as yet the course which practitioners will consider it advisable to take in dealing with the questions involved in the above-mentioned cases, but we may point out that while, in the case of jointures and portions, the decision of the Irish judge and of NORTH, J., have been explained as not applicable, in the case of charges on the interest of the tenant for life, we have apparently conflicting decisions of two learned judges of the Chancery Division.

THE DECISION of the Court of Appeal in *Marks v. Frogley*, overruling the decision of KENNEDY, J. (1898, 1 Q. B. 396), will be received with general satisfaction. It was felt that, whatever might be the true construction of the relevant sections of the Army Act, 1881, the law ought not to be that a volunteer private, by carrying out an order of his superior officer, which at the time it was given he was bound to obey, should render himself liable in damages at the suit of another volunteer, against whom the order was directed. The facts of the case were simple: The plaintiff, a member of a volunteer corps, was, by order of the adjutant, kept in custody by the defendants, a lance-corporal and two privates of the same corps, during the railway journey from Shorncliffe, where the corps had been taking part in a week's training with the regular forces, to Hertfordshire, where the corps was dismissed. The reason for the order was that an accusation of theft, afterwards proved to be utterly unfounded, had been made against the plaintiff while in camp at Shorncliffe. One defence set up was, that the plaintiff and the defendants were subject to military law during the occurrence of the events complained of, in which case the defendants' conduct was clearly justifiable. As to this point section 176 of the Army Act, 1881, provides that volunteers shall be subject to military law "when they are being trained or exercised with any portion of the regular forces"; but KENNEDY, J., held that the training, and therefore the subjection to military law, ceased when the volunteers left the camp, or, if not then, at least when they left Shorncliffe Station in the train. The Court of Appeal have held that the training and the military law continued so long as the corps remained under arms—viz., until it was dismissed in Hertfordshire. They were assisted in arriving at this satisfactory conclusion by article 374 of the Volunteer Regulations, which provides that the subjection to military law is to arise when volunteers "join a camp with regular forces or are assembled for training or exercise with any portion of the regular forces." But even apart from this regulation (which was not before the judge in the court below), the construction put by the Court of Appeal on section 176 seems to be in accordance with good sense, and preferable to that adopted by KENNEDY, J. A further defence was that, under section 158 of the same Act, "where an offence under this Act has been committed by any person while subject to military law, such person may be taken into and kept in military custody," although he or his battalion has ceased to be subject to military law. Here, again, the Court of Appeal differed from KENNEDY, J., and held that the section means "where a

person is alleged to have committed an offence." There can be little doubt that this construction is correct; the contrary view, by which the language is taken in its strict literal sense, reduces the section to an absurdity. A further point mentioned by the Court of Appeal is that, assuming that the plaintiff was a soldier subject to military law at the time of the alleged injuries, an express remedy is given to him by section 43 of the Army Act, and he has, therefore, no other remedy. This principle is laid down by LUSH, J., in *Dawkins v. Lord Paullet* (L. R. 5 Q. B. 94), and is in accordance with *Keighley v. Bell* (4 F. & F. 763) and *Dawkins v. Lord Rokeby* (1b. 706)—cases which were relied on by KENNEDY, J., in support of parts of his judgment. The result is eminently satisfactory, and the decision is important.

THE EVIDENCE given by Mr. BUCKLEY, Q.C., at the last two meetings of the House of Lords Committee on the Companies Bill has ranged over most of the points covered by the Bill. Mr. BUCKLEY joins in the general approval of clause 4, which requires that the company shall not go to allotment save upon a minimum subscription to be fixed by the memorandum or articles of association and named in the prospectus, and he sees also what has been already pointed out, that the provision of clause 6, forbidding the company to exercise its borrowing powers until certain conditions as to allotment of and payment for shares have been complied with, will render impossible the present practice of offering shares and debentures to the public at the same time. He proposes to get over the difficulty by allowing the company to enter at once into a provisional contract for the issue of debentures, the contract to become binding so soon as the registrar gives his certificate that the requirements of the section have been complied with. In respect of underwriting, Mr. BUCKLEY confirms the general opinion that this mode of securing the flotation of a company must be permitted, though it is permissible to doubt the soundness of his suggestion for limiting the amount of commission payable and for requiring it to be paid only in cash. Payment in cash would suit the underwriters exactly, but in many cases it would be less advantageous for the company, and if the practice of underwriting is recognized at all, the amount of the commission must be left to be settled by the parties. A large commission does not necessarily mean that the venture is commercially unsound. It may be a proper reward for floating a business which is good enough in itself, but which is not of a kind just at the time fashionable with the investing public. Mr. BUCKLEY joins in the general objection to clause 14, with its minute requirements as to the contents of prospectuses, and he is averse to increasing the responsibility of directors. Directors have to take commercial risks, and it may be their business "not to be prudent, but to be in a reasonable and honest sense imprudent." He expressed himself in favour of the registration of debenture mortgages, but stipulated for the freedom of companies in respect of ordinary commercial charges. Apparently this is secured by the Bill, which expressly provides (clause 20 (2)) that it shall not be necessary to register liens by law or charges created in the ordinary course of business. In respect of accounts, Mr. BUCKLEY has carried the criticism of the Bill further, we believe, than has hitherto been done, and has referred to the case of companies where all the ordinary shares are held by members of the original firm, and the preference shareholders are excluded from knowledge of the accounts. He would accordingly strike out of the Bill the provision for laying a yearly balance-sheet before the members of the company, as well as the provision for publication of accounts. The latter provision, he considers, would make limited liability go out of fashion, and, as regards private companies at any rate, it is very possible that it would have this effect.

A CURIOUS question as to the power of directors of a company to secure for themselves compensation for loss of office arose in the case of *Kaye v. Croydon Tramways Co.* (46 W. R. 405). A provisional agreement was made by the directors of the defendant company for the sale of the company's undertaking and assets to the British Electric Traction Co. for a sum of £30,543.

It was also agreed that the traction company should pay £1,250 to the chairman and £500 to each of the directors of the tramway company, as compensation for loss of office. The purchase price was originally fixed upon the supposition that the directors would be retained in their offices by the traction company, and the compensation was introduced when this plan was abandoned. The agreement was expressly made conditional upon its being adopted by the shareholders of the tramways company. An extraordinary general meeting of the tramways company was summoned for the purpose of considering and, if thought advisable, approving the terms of the agreement, but the notice said nothing about the proposed payment of compensation to the directors. Reference was made to this, however, in a circular sent out by the directors enclosing a form of proxy. At the meeting the agreement was confirmed by a large majority, and a dissentient shareholder thereupon sought to restrain the directors from carrying it out on the ground that the agreement was *ultra vires*, and also on the ground that the notice convening the meeting did not sufficiently disclose the real terms of the agreement. KEKEWICH, J., decided in favour of the plaintiff on both grounds, but the Court of Appeal declined to hold that a contract under which the directors secure an advantage for themselves is necessarily *ultra vires*, though VAUGHAN WILLIAMS, L.J., intimated that, while not *ultra vires*, the matter might still be one in which the majority would have no power to bind the minority. The possibility of such a contract is shown by the case of *Southall v. British Mutual Life Assurance Society* (19 W. R. 885, L. R. 6 Ch. 614), where also it was stipulated that payments should be made to the directors of the selling company. But as the Court of Appeal held the notice convening the meeting to be insufficient, the question of *ultra vires* was not material. By section 71 of the Companies Clauses Act, 1845, the notice convening an extraordinary meeting must specify the purpose for which the meeting is called. But a notice that an agreement for the sale of the property of the company is to be considered, does not intimate that a part of the purchase-money is to be diverted from the company into the pockets of the directors, and upon this ground the agreement was referred back to the shareholders. Clearly any arrangement whereby the directors make special terms for themselves requires to be brought clearly before the shareholders before it can be taken to be approved. In the present instance the shareholders at the subsequent meeting declined to give their approval.

FORTUNATELY FOR the travelling public, cases at all parallel to that of *Reg. v. Ostime*, which has recently occupied four days at the Old Bailey, are very rare. It was proved at this trial that the prisoner, who was a detective in the employ of the Metropolitan District Railway Co., had been in league with a gang of pickpockets who infested the line. These miscreants, against whom it was his duty to protect the passengers, this detective used to screen and help in every way, and naturally for such services he received a substantial share of the profits. At last, however—as was bound to happen sooner or later—his own safety obliged him to give up one of his friends, and this friend, in revenge, betrayed him. The betrayer is a trained and experienced thief of the most dangerous class, one of those men who do not even profess to have any intention of gaining an honest living. No jury would convict, and no judge would permit the conviction of, any man upon the evidence of such a witness without most ample corroboration. It is now well established, although in strict law it is not essential, that the testimony of an accomplice must be confirmed by some other evidence in order to convict an accused person. Such confirmatory evidence, also, must be untainted evidence. That of another accomplice will not do, nor that of the wife of an accomplice. In *OSTIME's* case, however, there was the most ample corroboration of the pickpocket's tale. In fact, he might have been very safely convicted without putting the accomplice in the witness-box at all. No doubt the directors of other railway companies will note this case carefully and learn several lessons from it. Railway stations and carriages afford to pickpockets exceptional opportunities for plying their trade. On the other hand, the premises of the companies are

private property, and so are outside the sphere of duty of the police. It therefore becomes the duty of the companies to provide reasonable protection to their passengers against this very serious danger. We are far from saying that the particular company concerned in this case is more backward than other companies in recognizing their duty. We believe that, in proportion to the length of line it is answerable for, the District Railway Co. affords its passengers quite as much protection as any other company, though it has been unfortunate in its choice of a servant. At the same time, probably every company might do somewhat more towards detecting thieves and removing from their minds the not unjustifiable idea that a railway is a happy hunting ground. The accomplice in this case admitted, when before the magistrate, that he had "worked" every railway in England, that this has been going on for sixteen years, and that he has many friends in the same business. Yet he has up to now escaped a sentence of penal servitude. This reveals a state of things which calls for energetic and concerted action by the companies.

THE CASE of *London and North-Western Railway Co. v. Donnellan*, previously referred to in these columns (*ante*, p. 359), recently came before the Court of Appeal (*ante*, p. 449), when the judgment of the Divisional Court was reversed and that of the county court restored. Shortly, the point involved was whether a disputed claim to rent, made by the plaintiffs against the defendant, in respect of trucks left standing on railway sidings belonging to the plaintiffs, could be made the subject of an action in the county court, or whether the sole jurisdiction to determine it was not given to an arbitrator by the London and North-Western Railway (Rates and Charges) Order Confirmation Act, 1891 (54 & 55 Vict. c. cccxi.), which, by section 5 of the schedule of maximum rates and charges, appended to the Act, provides that, "Any difference arising under this section shall be determined by an arbitrator, to be appointed by the Board of Trade at the instance of either party." The Divisional Court (WRIGHT and DARLING, JJ.) it will be remembered, were of opinion that the case was one of express contract to pay siding rent, of which an actionable breach had been committed, and that the above provision as to arbitration was inapplicable, its operation being, it was considered, limited to cases where the sole question in dispute was the reasonableness of the amount of the charges made by the railway company. The Court of Appeal (A. L. SMITH and CHITTY, L.JJ.), in reversing this decision, stated that no such limitation as that suggested could, without violating well-recognized canons of construction, be given to the above-mentioned words of section 5, which instead of being restricted to the reasonableness of the charge made by the railway company (the plaintiffs) extended to and referred to the arbitrator for his award all matters which were material to the decision of the difference arising under section 5, whatever that difference might be. This judgment of the Court of Appeal is, we venture to think, fully justified by the language of the enactment in question, which, as we pointed out on a previous page (p. 359), certainly seems to contemplate resort to arbitration, whatever the cause of difference may be.

THE DECISION in the long-drawn-out case of *Lagunas Nitrate Co. v. Lagunas Nitrate Syndicate* (reported elsewhere) is of considerable public importance, and, though its interest is mainly commercial or financial, the judgment contains a useful summary of the law as to directors' liability for non-fraudulent breaches of duty, and illustrates the comparative immunity of directors acting *intra vires* and in good faith from legal responsibility for negligence. The plaintiff company sought rescission of a contract for purchase from the syndicate of certain nitrate fields and works on the ground of misrepresentation, and damages against the syndicate and directors, who were interested in the syndicate, for alleged breaches of their duty as directors of the company. The decision turned on the effect of a vast body of evidence, which was exhaustively dealt with in the judgment of ROMER, J., and, fraud not being charged, the court held that the claim for rescission failed. The case is an illustration of the extreme difficulty of establishing a claim for rescission apart

from fraud: cf. *Kennedy v. Panama, &c., Mail Co.* (15 W. R. 1039, L. R. 2 Q. B. 580) referred to by ROMER, J. The syndicate was not entirely successful, but the finding of the court was in their favour as to all except two of the many particulars charged against them, in respect of which an inquiry as to damages was ordered, and the judgment went on the footing that the company substantially received what they bargained for under the contract for sale and purchase. As to the directors, fraud not being charged, the question was whether they could be made responsible on the ground of negligence. ROMER, J., referred to the discussion of degrees of negligence by Lord CHELMSFORD in giving the judgment of the Privy Council in *Giblin v. McMullen* (L. R. 2 P. C. 317, at pp. 336, 337), and pointed out that directors were only responsible for *crassa negligentia*: see *Overend, Gurney, & Co. v. Gibb* (L. R. 5 H. L. 480). The action as against the directors was dismissed, the court concluding that there had been no negligence of a kind for which directors could be held liable by action to their company.

THE LAND TRANSFER RULES.

I.

THE Land Transfer Rules are divided into five parts and two schedules. Part I. deals with the register, Part II. with first registration, Part III. with registered dealings with registered land, Part IV. with minor entries in the register, and Part V. with miscellaneous provisions. The rules commence with interpretation clauses, and the first schedule contains forms for use under the Acts, while the second schedule deals with the remuneration of solicitors.

We propose in these articles to offer a few remarks on some of the salient features of each part of the rules. Regarding the rules as a whole it should be observed that the scope of the Acts is very much extended by them, inasmuch as the machinery for the registration of leasehold property set up by the Act of 1875 is repealed and replaced by provisions enabling registration of leasehold property with absolute, qualified, and possessory title (rules 43-57), and the compulsory provisions of the Act of 1897 are extended so as to cover leasehold property (rules 58 and 59).

We believe this to be the first occasion on which portions of an Act of Parliament have been repealed by rule; we are, however, far from finding fault with the Rule Committee for having adopted this course, and could only wish that they had felt themselves at liberty to use their powers in this direction upon a larger scale, so that much of the now superfluous matter in the Act of 1875 might have been eliminated and the task of the would-be interpreter of the Acts and rules thus greatly facilitated. In addition to those points to which we referred in our preliminary article (p. 446) we wish also respectfully to draw the early attention of the Rule Committee to what appears to us to be an oversight—namely, that no provisions have been made by the rules for a valuation under section 4 of the Act of 1897. The necessary power to make rules under that section is, we submit, supplied by section 22 (6) (i) of the Act of 1897, and, in the absence of a rule on the subject, the provisions for appropriation of real estate under the Act of 1897 in satisfaction of a legacy or share of residue seem to be incapable of being exercised.

We should also like to point out that the power to grant a new land certificate on a sale by a chargee given by section 8 (4) of the Act of 1897 does not apply on a foreclosure. The power should be added to rule 107. Notwithstanding that the order for foreclosure will probably direct that the chargor is to hand over his land certificate, if it was retained by him, yet it will not be always possible to find the chargor, and an unnecessary difficulty would thus arise.

Part I.—The Register.—The register is to be sub-divided into three registers, to be called respectively the property register, the proprietorship register, and the charges register (rule 2). The principal function of the property register is to give the description of the land (rule 3). There is also to be a statement of the value of the land in this register. This value will also

appear in the land certificate, and should be useful to bankers advancing money on mortgage by deposit. Pieces of land may be added to or removed from a title (rule 4). The functions of the proprietorship register are to show who is the proprietor and to disclose any cautious inhibitions or restrictions affecting his right of disposition (rule 6). The function of the charges register is to disclose incumbrances. Notes as to the ownership of the mines and minerals and as to easements *profits à prendre* and as to restrictive covenants are to be entered in the property register. It should be observed that section 84 of the Act of 1875, as amended by the Act of 1897, enables the burden of restrictive covenants to be annexed to registered land, but there seems to be no provision in the Acts to enable the registration of the benefit of a restrictive covenant. Now, by rule 3 the benefit of a restrictive covenant may be entered in the property register, although it would seem it would not pass by registered disposition unless expressly mentioned in the instrument of transfer: see *Renals v. Cowlishaw* (9 Ch. D. 125, 11 Ch. D. 866), *Spicer v. Martin* (14 A. C. 12). In districts where registration of title is compulsory, the register is to be bound in volumes according to parishes (rule 9). A useful provision, and one which we hope will be encouraged by the officers at the Land Registry, is that enabling a landowner to have his title bound in a separate volume (rule 11). Provision is also made for an index map and a list of pending applications, which are to be open to the inspection of the public (rules 12-14).

Part II.—First Registration.—Possessory title.—Application for registration with a possessory title is to be accompanied by either the conveyance on sale to the applicant or a statutory declaration of possession accompanied by the latest document of title in the possession or under the control of the applicant (rule 17). If the application is by a purchaser, the consent in writing of the vendor is to accompany (*ib.*). A purchaser was empowered by section 5 of the Act of 1875 to apply for registration without taking a conveyance, but we regret to see the power retained, as it seems to us that a purchaser who registers without taking a conveyance does not obtain the legal estate. The legal estate would in such a case be paramount to the fee simple conferred by registration (see section 8 of the Act of 1875), and a subsequent purchaser could require an abstract of title to it (see section 16 (1) (v), of the Act of 1897). Moreover, the omission to take a conveyance would leave a link in the title, which is unaffected by registration, to be accounted for, and would bring the contract for sale on that title. Incumbrances need not be disclosed on first registration with a possessory title (rule 18), but if disclosed they will be noted in the charges register. The registrar is not, however, to investigate the title (*ib.*).

We conceive that the practice will be to make a very complete statutory declaration as to the title, so that it may in a comparatively short time be made the root of title by conditions of sale.

Provisions are made for endorsing notice of registration on title deeds (rules 20 and 21).

TIED HOUSES.

THE Court of Appeal have reversed the decision of BYRNE, J., in *Birmingham Breweries (Limited) v. Jameson* (46 W. R. 375), and have removed the difficulty which that decision would have caused in construing covenants in leases of tied houses. The proper effect of a covenant which constitutes a public-house a tied house is to require the lessee to purchase the liquor to be consumed on the demised premises from the lessor or his successors in business, and the lessee, if he is well advised, will not consent to a covenant which binds him to purchase from an assign of the lessor who does not carry on his business, and who may not perhaps carry on a brewing business at all. The former effect was given to the covenant which had to be construed in *Doe v. Reid* (10 B. & C. 849). There the lessee covenanted to take liquor from the lessors, "their executors, administrators, or assigns, or their successors in their late or present trade of brewers." The lessors sold their business and also the demised premises to third persons, who removed the plant to another brewery two

miles distant, and claimed to be entitled to take advantage of the covenant. It was held, however, that the lessors' business had been determined and that the purchasers therefore were not entitled to rank as their successors in business. The successors of any party in business, said BAYLEY, J., are they who carry on the same business in the same place. It was assumed that the term "assigns," as used in the covenant, was to be limited by the words which followed, so as to bind the lessee to take liquor, not from assigns generally, but only from assigns who were successors in trade of the lessors.

In *Clegg v. Hands* (38 W. R. 433, 45 Ch. D. 503) there was no such restriction to the lessors' successors in business. Substantially the covenant was with the lessors and their assigns, and a wider effect was given to it. The covenant bound the lessee not to deal in liquors "other than such as shall have been bona fide purchased of the said lessors, or from them or either of them, either alone or jointly with any other person or persons who may hereafter become a partner or partners with them or either of them." The term "lessors" was defined in the lease to include the lessors and their heirs, executors, administrators, and assigns. The lessors sold their business to a brewer carrying on business at a different brewery, and assigned to him the demised public-house and the benefit of the above covenant. About the same time they dissolved partnership, and their brewery was shut up. Under these circumstances it was held by the Court of Appeal that the purchaser, although not carrying on the business of the lessors, was entitled to the benefit of the covenant. The covenant was not in its nature personal, like a contract by an artist to paint a picture, so as to be incapable of assignment, and the parties had omitted the express restriction to successors in business which occurred in *Doe v. Reid*. The case, said LINDLEY, L.J., was important both to brewers and to tenants who take tied houses, because it was a startling thing to anybody to be told that when he had agreed to buy beer of a particular brewer, he might find himself bound to take beer from someone else. However, the matter depended upon the contract between the parties, and such was the result of the contract in the particular case.

The judgments in *Clegg v. Hands* did not profess in any way to override *Doe v. Reid*, and it follows from the two decisions that a covenant in a lease of a tied house which binds the lessee to purchase liquor from the lessor and his assigns generally, will be freely assignable, and the only restriction is that the assign of the covenant should be in a position to supply the liquor under it. Usually the lease contains a proviso as to the quality of the liquor to be supplied, and even if it does not, it seems that the lessee is not bound by the covenant if the lessor does not supply liquor of a proper quality (see *per FRY, J.*, in *Edwick v. Hawkes*, 18 Ch. D. 207). In *Clegg v. Hands* the covenant was subject to the proviso that the lessors or the other parties affected should deal in and vend the specified liquors, and be willing to supply the same to the lessee of good quality and at the fair current market price; and under these words it was held that it was not necessary that the assigns should themselves make the liquors. They could satisfy their obligation under the covenant by purchasing the liquors and re-selling to the lessee. On the other hand, it is perfectly competent for the lessee to prevent the free assignment of the benefit of the covenant by restricting it to such assigns of the lessor as are also his successors in his business, and then he can only be required to take liquor from the identical brewery or business which he had in contemplation when he entered into the lease.

In *Birmingham Breweries (Limited) v. Jamieson* the covenant, so far as its actual terms went, referred only to the lessor and his successors in business, but the definition clause defined "lessor" to include assigns, and the question arose how far the definition overrode the apparently restricted scope of the covenant. The lessor was ALFRED HOOD, described in the lease as of "The Brewery, Nechells, Birmingham." The lessee covenanted that he would during the term "deal exclusively with the lessor, or his firm of Messrs. HOOD & SONS, or his or their successors in business for all beers, ales, porter, stout (except bottled stout), and other like articles, which shall be sold or consumed upon the said hereby demised premises"; and the lease contained a declaration that, where the context allowed, the term "lessor" should include, "besides the said ALFRED HOOD, his

executors, administrators, and assigns." The reversion expectant on the lease was assigned in 1891 by HOOD to the Midland Brewers Auxiliary Co. (Limited), who, in May, 1896, assigned it to the plaintiff company. Messrs. HOOD & SONS continued to carry on business as before at the Nechells Brewery. The defendant, who was the assignee of the lease, pleaded that he was ready and willing to purchase from Messrs. HOOD & SONS so long as they were willing to supply him, but he contended that he was under no obligation to purchase from the plaintiff company.

The case was a stronger one for the defendant than *Doe v. Reid* inasmuch as the original business was still being carried on, and hence, even if the business was capable of being transferred to other premises—which was denied in that case—there had certainly been no such transfer. Moreover, on the covenant, as it stood in the lease, the lessee was bound to take the liquors only from the lessor, or the firm of HOOD & SONS, or his or their successors in business. Within these words, taken by themselves, the plaintiff company could not be brought. Mr. Justice BYRNE held that the extension specified in the definition clause ought to be introduced into the covenant so as to bind the lessee to take liquors from HOOD, or his assigns, or his firm of HOOD & SONS, or his or their successors in business. What would be the effect of a covenant in this form it is very difficult to say. Apparently the learned judge thought that any of the persons mentioned could enforce it, and that they must arrange between themselves which of them was to supply the beer. "The covenant here," he said, "is with the lessor, his administrators and assigns, and they can all enforce it, and dictate to the tenant of whom the beer is to be taken." Such an arrangement, it is obvious, would be highly inconvenient, and it can hardly be supposed that the lessee contemplated anything of the kind. The Court of Appeal have rejected this construction, and have excluded the definition clause from the covenant. The meaning of the covenant, in the opinion of LINDLEY, M.R., was plain. It was that the lessee was to buy exclusively the beer of the Nechells brewery—that is, he was to buy from the lessor or his successors in business. The result would have been the same had the court introduced "assigns" from the definition clause, and then restricted its effect, as in *Doe v. Reid*, to such assigns only as were successors of the lessor in business. As already pointed out, in *Clegg v. Hands* the reference to successors in business was omitted, the word "assigns" was adopted from the definition clause, and the covenant consequently extended to assigns generally. But this is carrying it further than in the interests of the lessee it should be allowed to go. It appears from the present decision that where the covenant refers, as it ought to do, to successors in business, the tendency will be to give it its natural effect, and to bind the lessee to take beer only from the particular brewery in contemplation at the date of the lease; and an extension, for the general purposes of the lease, of the term "lessor" to include assigns will not alter this result.

REVIEWS.

EMPLOYERS' LIABILITY.

THE WORKMEN'S COMPENSATION ACT, 1897. WITH COPIOUS NOTES AND AN APPENDIX CONTAINING THE EMPLOYERS' LIABILITY ACT, 1880. By W. ADDINGTON WILLIS, LL.B., Barrister-at-Law. FOURTH EDITION. WITH ANALYSIS OF A PROPOSED SCHEME TO BE CERTIFIED UNDER THE ACT, AND FORM OF APPLICATION FOR A CERTIFICATE. Butterworth & Co.; Shaw & Sons.

EMPLOYERS' LIABILITY UNDER THE WORKMEN'S COMPENSATION ACT, 1897, AND THE EMPLOYERS' LIABILITY ACT, 1880. By ARTHUR ROBINSON, B.A., Barrister-at-Law. Stevens & Sons (Limited).

THE LAW AND PRACTICE RELATING TO WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY. BEING A PRACTICAL GUIDE TO THE EMPLOYERS' LIABILITY ACT, 1880; THE WORKMEN'S COMPENSATION ACT, 1897; THE MATERIAL SECTIONS OF THE FACTORY AND WORKSHOPS ACTS, 1878 TO 1895; AND LORD CAMPBELL'S ACT. By W. ELLIS HILL, M.A., Barrister-at-Law. Waterlow & Sons (Limited).

In these works lawyers and others who are interested in the scheme of compensation to workmen which is shortly to come into force under the Act of 1897 will find ample guidance. Mr. Willis's

book, which has already reached a fourth edition, is well adapted for general use. The Act is printed in a convenient form, and full and carefully-prepared notes are appended to the various sections. As an instance we may mention the note to section 1 (2) (b) upon the effect of the Act on the existing rights of the workman against his employer, and the list under section 7 (2) of the places which are factories for the purpose of the Act, and to employment in which, therefore, the Act applies. A matter of special importance is the feasibility of establishing schemes which will be accepted by the Registrar of Friendly Societies in lieu of the compensation given by the Act. Mr. Willis deals fully with this point, and gives, so far as can be ascertained at present, the requirements of the registrar. His analysis of suggested rules for such a scheme will also be found useful.

The other two works mentioned above are wider in scope, in that they treat in detail of the Act of 1880 as well as the Act of 1897. In annotating the Act of 1897 Mr. Robinson has in the main confined himself to explaining its intended effect by reference to speeches made during its passage through Parliament. The Act of 1880 is naturally treated with reference to the decided cases, and the effect of these is concisely stated. A special feature of the book is the list, illustrated by decided cases, of the defences which can be set up in actions brought under the Employers' Liability Act, 1880.

The work by Mr. Ellis Hill is not confined to annotating the Acts. The relevant Acts are printed in the appendix, and the body of the work is devoted to a detailed examination of the law of the liability of an employer for accidents to his workmen. The first chapter, dealing with the liability of the employer at common law, states the origin of the doctrine of common employment in *Priestley v. Fowler* (3 M. & W. 1), and gives at some length the developments given to the doctrine in the various cases in the House of Lords. Subsequent chapters treat of the Act of 1880, the Factory and Workshop Acts, Lord Campbell's Act, the doctrines of negligence, contributory negligence, and the maxim *volenti non fit injuria*, and the practice in an action under the Act of 1880, and the final chapter explains the Act of 1897. The print of the Act of 1880 in the Appendix is preceded by a digest of the cases decided upon it. The book presents a careful examination of an important and difficult subject.

BOOKS RECEIVED.

The Yearly Abridgment of Reports: Being a Full Analysis of all Cases Decided in the Superior Courts during the Legal Year 1896-7, so far as Reported to the end of December, 1897, in all the Reports, together with a Selection from the Scotch and Irish Reports, preceded by Complete Lists of all Cases, Statutes, and Rules Cited, and concluding with a Copious Index to Points of Law Considered. By ARTHUR TURNOUR MURRAY, B.A. (Oxon), Barrister-at-Law. Butterworth & Co.

The Law of Licensing in England, so far as it relates to the Retail Sale of Intoxicating Liquors and to Theatres and Music Halls. With a Full Appendix of Statutes and Forms. By JOHN BRUCE WILLIAMSON, Barrister-at-Law. William Clowes & Sons (Limited).

The Science of Law and Law-making: Being an Introduction to Law, a General View of its Forms and Substance, and a Discussion of the Question of Codification. By R. FLOYD CLARKE, A.B., LL.B., of the New York Bar. The Macmillan Co., New York.

A Guide to Ecclesiastical Law for Churchwardens and Parishioners. With Plates illustrating the Vestments, &c. Compiled by HENRY MILLER. Sixth Edition. John F. Shaw.

Responsible or Irresponsible? Criminal or Mentally Diseased? A Plea for the Unjustly Convicted, and on the Cause of Crime. By HENRY SMITH, M.D. (Jena). Watts & Co.

CORRESPONDENCE.

PREPARATION OF TRANSFERS OF MORTGAGES ON WINDING UP OF TRUST ESTATE.

[To the Editor of the Solicitors' Journal.]

Sir,—Will one of your readers kindly give a reply to the following question?

In the winding up of a trust, the mortgages—part of the estate—are transferred to the *cestuis que trust*. Is the preparation of the transfers part of the duty of the trustees' solicitor or the duty of the solicitor for the *cestuis que trust*?

HOOD BARRS & Co.
2, Clement's-inn, Strand, W.C., May 9.

CASES OF THE WEEK.

Court of Appeal.

BIRMINGHAM BREWERIES (LIM.) v. JAMESON. No. 2. 9th May.

BREWER'S LEASE—TIED HOUSE—COVENANT TO BUY FROM LESSOR OR HIS SUCCESSORS IN BUSINESS—INTERPRETATION CLAUSE—ASSIGNMENT OF LEASE.

This was an appeal from a decision of Byrne, J. (*ante*, p. 264). The facts were as follow: The lessee of a beerhouse covenanted with his lessor "that he the lessee, his executors, administrators, and assigns, and all other persons for the time being carrying on the business of a beer-retailer or publican upon the said premises will and shall during the said term of years hereby granted deal exclusively with the lessor or his firm of Messrs. Hood & Sons or his or their successors in business for all beers, &c." There was also an interpretation clause that "where the context allows" the expressions "lessor" and "lessee" should include their respective executors, administrators, and assigns. In 1894 the lessor assigned the reversion to a company who assigned to the plaintiffs. Messrs. Hood & Sons were still carrying on their business. The defendant, who was the assignee of the lease, declined to buy from the plaintiffs on the ground that they were not the "successors in business" of Messrs. Hood & Sons. The plaintiffs sought an injunction to enforce the covenant. Byrne, J., held that by virtue of the interpretation clause the words executors, administrators, and assigns should be inserted into the covenant and that the covenant ran with the reversion, and granted the injunction. The defendant appealed.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.J.J.) allowed the appeal.

LINDLEY, M.R.—This is not a very clear case, and I am not surprised that Byrne, J., felt some doubt in deciding it. In some respects it is very like *Clegg v. Hands* (33 W. R. 433, 44 Ch. D. 503), and in some respects it is very like *Dee v. Reid* (10 B. & C. 849). But what we have to find out is not which of those cases this case is most like, but what is the construction to be placed on the lease now before us. We are asked by the respondent's counsel to insert after the word lessor in the covenant the words "his executors, administrators, and assigns" by virtue of the interpretation clause. I see no reason for doing that. The context does not require it. If we do insert it we convert a clause which is reasonably plain into one which would be difficult to understand. This construction of the lease would also produce a great deal of mischief. It is plain that the intention of the covenant was to protect the lessor's business. There is no difficulty about it if you take that view, but otherwise it is extremely embarrassing. The context here does not allow of the insertion of the words "executors, administrators, or assigns." The covenant is with the lessor and his successors in business, not with his executors at all, unless, of course, the executors happen to carry on the business. I will say nothing about *Clegg v. Hands* and *Dee v. Reid* except this, that the problem which the court has to deal with here is distinct from that which was before it in *Clegg v. Hands*. There the lessor had not severed the business from the reversion. Again, *Clegg v. Hands* does not overrule *Dee v. Reid*, and if we compare the cases the present case will be found rather nearer *Dee v. Reid* than *Clegg v. Hands*. But it is not necessary to discuss that. The appeal must be allowed with costs.

RIGBY, L.J., delivered judgment to the same effect.
COLLINS, L.J., concurred.—COUNSEL, Lawrence, Q.C., and Douglas; Dunham. SOLICITORS, Harman, Ward, & Co., for Lane, Clutterbuck, & Co., Birmingham; Hurrell & Co.

[Reported by J. I. STIRLING, Barrister-at-Law.]

FELL v. OFFICIAL TRUSTEE OF CHARITY LANDS. No. 2. 29th April.

CHARITABLE TRUSTS—CHURCHWARDENS—ANTICIPATING PARISH INCOME—ADVANCE FOR PARISH PURPOSES—RIGHT TO INDEMNITY—"SALE, MORTGAGE, OR CHARGE" OF THE PARISH ESTATE—CHARITABLE TRUSTS AMENDMENT ACT, 1855 (18 & 19 VICT. c. 124), s. 29—CITY OF LONDON PAROCHIAL CHARITIES ACT, 1883 (46 & 47 VICT. c. 38).

This was an appeal by the plaintiffs from a decision of Romer, J., who had refused to declare that the plaintiffs were entitled, in respect of certain advances made by them as churchwardens of the parish of St. Botolph Without, Aldersgate, to be indemnified out of the parish funds. The plaintiffs were churchwardens of the parish during the years 1885-1888, and were accordingly, under a trust deed dated the 17th of November, 1865, and by immemorial custom, trustees of the income arising from the parish estates. In 1885 the plaintiffs found that their income was diminishing, and they therefore, in that and the subsequent years, borrowed from the London and County Bank (Limited) sums amounting in all to £3,000, which sums they caused to be credited to the churchwardens' account in the books of the bank. This money was spent exclusively for ordinary parish purposes. In 1891, by a scheme established under the City of London Parochial Charities Act, 1883, the estates of the parish of St. Botolph Without were vested in the defendant the Official Trustee of Charity Lands, and were to be administered by the defendants the trustees of the London Parochial Charities. Actions by the London and County Bank against the plaintiffs to recover the sums borrowed as aforesaid were pending in the Queen's Bench Division. The plaintiffs brought this action claiming to be indemnified out of the parish funds in respect of their liabilities to the bank. Section 29 of the Charitable Trusts Amendment Act, 1855, enacts that "it shall not be lawful for the trustees . . . of any charity to make or grant, otherwise than with the

express authority of Parliament, under any Act already passed, or which may hereafter be passed, or of a court or judge of competent jurisdiction, or according to a scheme legally established, or with the approval of" the Charity Commissioners, "any sale, mortgage, or charge of the charity estate." Romer, J., held that on the true construction of the trust deed of 1865, the plaintiffs, as churchwardens, had no power to anticipate the parish income, and had no right to be indemnified out of future income. The plaintiffs appealed.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.JJ) dismissed the appeal.

LINDLEY, M.R., said: This is an appeal by the Churchwardens and Trustees of the Parish of St. Botolph Without, Aldersgate, from an order made in the court below, refusing them the relief which they sought by an originating summons. That originating summons, as I understand it, was to the following effect. It asked that it might be determined whether the defendants in the matter—that is, the Official Trustees of Charity Lands and the Trustees of the London Parochial Charities, ought not out of the estates and funds vested in them, previously belonging to the parish, to pay and discharge the claims made upon the plaintiffs by the London and County Bank (Limited) in respect of certain moneys paid by the bank. Those moneys are sums which amount in all to about £3,000, and which, as the plaintiffs allege, were advanced by the plaintiffs on the days mentioned, and credited to the account of the churchwardens for the purposes of the parochial trusts, and duly applied in the administration of the same trusts. The case came before Romer, J., and he made no order except that the plaintiffs should pay the defendants' costs. The question which arises is one of some difficulty, and certainly one of some importance, and of considerable interest from more points of view than one. The first point to consider, and the first thing to ascertain, is who the plaintiffs are, and what are their duties. It appears that the plaintiffs were churchwardens during certain years—the years which are material for the purposes of this litigation—of the parish of St. Botolph Without, and that the parish was entitled to certain property to which I will allude presently, and which was vested in certain trustees by a deed of trust dated the 17th of November, 1865, which had been preceded by similar deeds for the last 200 years. The trusts declared by that deed are important. The old trustees—that is, the surviving trustees—conveyed to the new trustees the property which I will call parish property, upon these trusts, that they, the new trustees, should convey, demise, lease, and dispose of the property to such persons and generally in such manner as the parishioners assembled in vestry should from time to time direct and appoint—that is to say, that the new trustees should, with the consent of the vestry, sell and dispose of, and should for ever thereafter permit and suffer the churchwardens of the parish of St. Botolph Without from time to time and at all times thereafter to receive and take the rents, issues, and profits of the same property, as the same should from time to time arise as the same formerly had been used, and for such uses as the same had been usually employed and disposed of by the commissioners, whether in or about the affairs of the church, the relief of the poor, or any other the public affairs of the same parish, and not for any other use or trusts. Pausing there, let us see what those provisions mean. In the first place let us take the trustees of the estates and consider what their business is. Subject to the orders and directions of the vestry, all they have to do is to convey, demise, lease, and dispose of the property as the vestry shall direct, and to permit the churchwardens to receive the rents. It is nothing to the trustees what the churchwardens do with those rents and profits. Who are in substance the trustees of the rents and profits? The churchwardens of the parish of St. Botolph Without. That necessarily involves a little inquiry into what churchwardens are. They are only officers elected year by year. It is said that the churchwardens are a corporation. There is an ambiguity in that expression. I do not think it is made out that by the custom of the City of London or by Act of Parliament the churchwardens are a corporation in the full sense of the term. They are, it appears, a corporation for the purpose of holding land and for the purpose of its devolution, but not in the sense that they are for all purposes a corporate entity—that is to say, are a person in point of law—or that they can be said to be in the fullest sense a corporation. There is authority that they are not in that full sense a corporation, and I am not aware that they are a corporation except in the very modified sense which I have stated. The substance of the whole matter is that these trustees are annual officers holding office for one year only. Next, we have to consider, Of what property are these annual officers trustees? They are technically and in the narrow sense trustees only of the annual money which it is their duty, under this trust deed, to receive and take. But it does not follow that that is all we have to consider. It is impossible not to look beyond them—not to consider this trusteeship as a mere piece of machinery for the purpose of creating a trust of this property for the benefit of the parish. When you consider the language of this trust, that these rents and profits are to be applied by the churchwardens, as officers, for the purposes of the parish, I am not myself satisfied that I should without further consideration be prepared to decide this case against the plaintiffs simply on the ground that it was the duty of these churchwardens to look for their indemnity solely to the trust property in their hands, or that I should consider that the trust property in their hands was limited to the rents and profits which had accrued due in their year of office. To hold that would, I think, be to attach more importance to the mere machinery than to the trust deed and the trusts created by it. If we found clear evidence that it was customary for the churchwardens in old times to borrow money, not on the security of the rates of the year, but to an amount exceeding what they had in any year, and to recoup themselves out of the rents which afterwards came in, I should pause before I said that

what the plaintiffs in this case have done, or claim to do, was illegal and improper. If it were not for the modern Act of Parliament which governs the matter, I am not prepared to lay down that I should have gone the length of saying that the plaintiffs are not entitled to recoup themselves out of income accruing after the date of the expenditure. I am not prepared to go so far as to say that I differ from Romer, J., on that part of the case. I think it is a very difficult question, turning on the true construction of this particular trust deed. I am not sure that if the case turned on that question alone I should take the same view as the learned judge in the court below. But what appears to me conclusive of this case is the Act of Parliament. If we were to sanction the view put forward on behalf of the plaintiffs, and to give effect to the very able and ingenious argument of Mr. Powell, we should, it seems to me, be doing the very thing the Acts have endeavoured to prevent and stop. The case of *Attorney-General v. Webster* (20 Eq. 483) settled that such property is subject to a charitable trust. On the deed which governs this case I do not suppose any doubt could have been raised. There was an Act of Parliament before the money was borrowed, passed in the year 1853, and called the City of London Parochial Charities Act, 1853. That was an Act passed for the purpose of reorganizing all those London charities, partly because their revenues had been applied in all kinds of ways, and often very recklessly. For that, amongst other reasons, this Act was passed, to provide machinery for the purpose of reorganizing all the London charities. The reorganization, it was provided, was to be done by a scheme. Now, all that was known, or must be taken to have been known, to the gentlemen who had the management of this charity. The scheme itself affecting this charity was not made till February, 1891. In the interval, in 1886, 1887, and 1888, what was done by the trustees for this charity of the rents and profits of the property; that is to say, by the churchwardens? They found that, owing to leases falling in and to their inability to create new leases, they had for a year or two a smaller income. Their income was diminishing by £400 or £500 a year. They still had a considerable income, but one considerably diminished. In those circumstances they thought proper, without consulting anybody except the vestry, to go and borrow money to the extent of £3,000, knowing perfectly well, as we must assume, that a scheme under the Act of 1853 was probably being entertained. Then, having expended for parochial purposes this sum of £3,000, which they had borrowed from the London and County Bank, they come to the court and say that they ought to be recouped. They ask the court to declare that they are entitled to be indemnified. Out of what moneys? Out of the future income of this charity. I pause to consider what right they have to anything of the kind. Under the Charitable Trusts Amendment Act, 1855, it is quite obvious that they could not themselves, without the consent of the Charity Commissioners, have created any mortgage or charge on these trust estates. They knew that, I suppose, or we must assume that they did. In those circumstances they say they will not trouble the commissioners, but will at once go and spend £3,000 on what they think is a beneficial work, and take the chance of the court holding that that expenditure is proper. Then they ask the court, in this action, to declare that they are entitled to a charge on the estates. Let us consider that claim a little more closely. If what the plaintiffs ask can be done, it appears to me to be not merely evading section 29 of the Act of 1855, but depriving the charity of the protection which Parliament was anxious to secure to it. I quite agree that the words of section 29 are not the aptest words to cover a transaction of this kind. I do not suppose that a transaction quite of this kind was ever really thought of by the Legislature as likely. If it had been I dare say it would have been hit by more apt words. But when you consider these words, I think it would be putting upon them an extremely narrow construction to say that such an operation as this does not transgress the prohibition contained in them. To draw a distinction between "making a charge" and doing that which necessarily results in the creation of a charge is too subtle. What has been done here is mere machinery for the creation of a charge; and if it is true that these gentlemen, the plaintiffs, by borrowing money and spending it for the purposes of the parish have obtained an equitable lien or charge, they are, as it seems to me, distinctly struck at by section 29 of the Act of 1855. I do not think we are forcing the language of that section at all when we say that that cannot, consistently with the provisions of that section, be done. Mr. Powell put it in this way. He said that the plaintiffs have not got a charge. How, then, are they to get one? They ask us to give them a charge. I emphatically say No to that. It would be wrong for us to create such a charge, because, knowing of the Act of 1855, the plaintiffs have been borrowing and spending money. Probably they foresaw that that expenditure would not be sanctioned by the Charity Commissioners. If the plaintiffs' claim is put as a matter of discretion, I say No, for these reasons. If it is put as a matter of right, it is contrary to the words of section 29. The modern Acts clearly forbid such an expenditure. I do not say I differ from Romer, J., as to the effect of the trust deed. But, without saying he is wrong, I have some doubt upon that part of the case. In the result I think that he is right, and that the appeal must be dismissed.

RIGBY, L.J., delivered judgment to the same effect, and also reserved his opinion on the question of construction decided by Romer, J.

COLLINS, L.J., delivered judgment generally to the same effect, but, without expressing any concluded opinion, said that he thought Romer, J., was right on the question of construction.—COUNSELL, *Neville*, Q.C., *Arthur Powell*, and *P. S. Stokes*; *Sir Richard Webster*, A.G., and *Vaughan Hawkins*; *Farwell*, Q.C., and *Reginald Neville*. SOLICITORS, *W. H. Court*; *Clabon*; *Robert Pearce*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

THE LAGUNAS NITRATE CO. v. THE LAGUNAS SYNDICATE.

Romer, J. 10th May.

COMPANY—VENDOR TO IN FIDUCIARY POSITION—DIRECTORS' LIABILITY—MISREPRESENTATIONS IN PROSPECTUS—CONTRACT, RESCISSION OF—DAMAGES.

This was an action against the defendant syndicate and its directors for the rescission of a contract made in June, 1894, for the purchase by the company from the syndicate at a price of £850,000 of certain nitrate grounds and works at Laguna, Chile, and for damages. The question shortly was whether the description of the property in the contract and the statements in the prospectus contained such misrepresentations as would support a case for rescission and damages, and after having voluminous evidence, the court found that of the numerous matters complained of two only were legitimate grounds for complaint—namely, the state of the water supply at the date of the contract and for some time after, and the non-completion in some respects of one-half of the factory or "maquina" until some short time after the contract. The facts, so far as material, are sufficiently referred to in the judgment.

ROMER, J., after referring to the fact that fraud was not alleged against any of the defendants, nor was ever intended to be alleged, and considering at length the material circumstances, continued: I think it would not be fair or equitable to now decree rescission of the contract. I quite agree that if the company had satisfied me, on looking at all the circumstances, that it was entitled to ask for rescission, I should not have allowed any option to the syndicate of paying damages or making good its representations instead of rescission: see *Ravlin v. Wickham* (7 W. R. 145, 3 De G. & J. 304) and the authorities there cited, in all of which it is to be noted that nothing but rescission would have afforded complete or proper relief to the parties complaining. In the case now before me I think that justice will be done, and the company will obtain all the relief it is entitled to against the syndicate, by directing, upon the alternative claim of the company for damages for breach of contract, an inquiry as to what loss or damage the company has sustained by reason of the maquina not being in complete working order on the 30th of June, 1894. With regard to the case put forward against the original directors of the company, it follows from what I have already said as to these directors not having been guilty of bad faith that the case against them must be substantially based on negligence. Nothing that they have done was beyond their powers as directors. The company said they were liable (1) for entering into such a contract without proper investigation, and (2) for carrying it out and for paying the purchase-moneys with notice of the defects in the property. Now, directors are not liable when acting *intra vires* and in good faith for loss accruing to their property by their acts unless arising from what has been called "gross negligence" on their part. Exception has often been taken, and with good cause, to that phrase. But it has been frequently used, and in other cases besides those concerning directors, and has its use, inasmuch as there is a practical difference between the degrees of negligence for which different classes of persons are responsible (*Giblin v. McMullen*, L. R. 2 P. C. 317, per Lord Chelmsford, pp. 336 and 337). A director is no doubt liable for acts done by him which he knows to be *ultra vires* the company and result in loss to the company, nor can he with impunity pay away without inquiry the company's moneys if it should subsequently turn out that they have been paid for a purpose to which they could not lawfully be applied, but *imprudence or want of judgment would not by itself make a director liable*: *Mazzetti's case* (28 W. R. 541, per the present Lord Esher, p. 543). With reference to the position of the directors in the present case as being also interested as directors of the syndicate, the observations of Lord Selborne in *Hirsche v. Sims* (L. R. 1894 A. C. 654, p. 660; 43 W. R. Dig. 36) may be referred to, where he says: "If the defendants truly and reasonably believed at the time that what they did was to the interest of the company they are not chargeable with *dolus* or breach of trust merely because in promoting the interests of the company they were also promoting their own." Now, in the present case, ought the directors to be held liable for breach of duty under the circumstances above stated because they entered into the contract and gave the syndicate time to remedy the defects, and because, notwithstanding the delay in the remedy and pending the remedy, they proceeded with the contract and obtained the conveyance and paid the purchase-money? I think not. Although they did not call the attention of the shareholders to the defects and delay, I see no sufficient evidence to justify me in coming to the conclusion that they did not truly and reasonably believe that what they were doing was for the interest of the company, though they may have been imprudent in some respects. Bearing in mind the knowledge of the property they had, I do not see why they were bound to make further investigations before sealing the contract on behalf of the company; and on this part of the case I may refer to *Overend, Gurney, & Co. v. Gibb* (L. R. 5 H. L. 480), and in considering the conduct of the directors the position of affairs at that time has to be regarded. His lordship dealt with this, and concluded that there had been no negligence of a kind for which directors could be held liable by action to their company.—COUNSEL, *Swinfen Eady*, Q.C., *A. T. Lawrence*, Q.C., *Kirby*, and *Peterson*; *Coomes-Hardy*, Q.C., *Carson*, Q.C., *Macnaghten*, Q.C., and *Russell Clarke*; *Crackanthorpe*, Q.C., *Farwell*, Q.C., and *O. Leigh Clark*. SOLICITORS, *Slaughter & May*; *Budd, Johnsons, & Jecks*; *Blunt & Co.*

(Reported by J. F. WALSH, Barrister-at-Law.)

High Court—Queen's Bench Division.

PAYNTER v. WATSON. Div. Court. 9th May.

LONDON BUILDING ACT—NEW AND SOMEWHAT DIFFERENT DOMESTIC BUILDING ERECTED IN PLACE OF OLD PREMISES—"DEVIATE IN ANY RESPECT"—GROUND TO BE COVERED DOES NOT EXCEED AREA OCCUPIED BY OLD PREMISES—PLANS MUST BE SENT IN—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CXXIII) ss. 41, 43, 145, 150.

Special case stated by a metropolitan police magistrate upon a notice of an objection to an objection under the London Building Act, 1894, s. 43. The facts were as follow: The appellant had served a building notice under section 145 on the district surveyor of the district of St. George's, Hanover-square North, and had annexed thereto the plans and sections of new domestic buildings which he proposed to erect on ground previously occupied by houses. The plans shewed that the new buildings would not cover any ground that was uncovered before, but the arrangement of the upper floors was such that a certain amount of the former existing air space would be occupied by the new buildings, which were to be higher and to contain more cubic feet than the old. The surveyor served notice of his objection to pass the plans under section 150 of the Act, and the matter came before the magistrate, who found that the plans of the proposed new buildings deviated in certain respects from the plans of the old buildings, and he held that the word "deviate" in section 43 (2) applied not only to the area of ground covered by the old buildings, but also to any structural alteration in the buildings in respect to their height and width and depth on the several floors, and he affirmed the objection to them given by the surveyor of the district, the present respondent, under section 150. The question for the decision of the court was whether the owner of premises had a right to rebuild them in a different manner to the old buildings, so long as the new buildings did not, in fact, cover more of the ground than the old buildings did, without first obtaining the leave of the London County Council. For the owner of the premises it was contended that section 43 (2) had reference to the ground-plan only, and that so long as the new buildings occupied no more land than did the old he was free to rebuild a domestic building in such a way as he thought fit provided that he did not contravene any of the provisions as to height and the like in section 47. For the respondent it was pointed out that Part V. of the Act, in which part this group of sections was to be found, was headed, "Open Spaces about Buildings, and Height of Buildings." By section 41 all new buildings were to leave air space from the ground upwards, and in many instances to rebuild on the old plan would be to evade this important provision of the Act.

THE COURT (WILLS and KENNEDY, JJ.) dismissed the appeal, and supported the decision of the magistrate. The cardinal object of the Act was the limitation of private rights over property for the general good. If the building owner desired to erect his new buildings on a different plan to that upon which the old building was put up, he must submit his complete set of plans for the approval of the county council. Perhaps if his new building was identical with the old, then he might get the protection of section 41 (1), if not, he must submit plans for the discretionary sanction of the county council.—COUNSEL, *Macmorran*, Q.C., and *Poyser*; *Horace Ivory* and *Daddy*. SOLICITORS, *Sandlands & Co.*; *Blazland*.

(Reported by ESKINE REID, Barrister-at-Law.)

MERSEY DOCKS AND HARBOUR BOARD v. TWIGGE AND BUTTERS. Div. Court. 29th April.

MERSEY DOCK ACTS—DOCK RATES ON GOODS—GOODS IMPORTED COASTWISE—TRANSHIPPED AT A PORT IN ENGLAND—MERSEY DOCK ACTS CONSOLIDATION ACT, 1858 (21 & 22 VICT. C. XCII.).

In this case the question was whether under the Mersey Dock Acts Consolidation Act, 1858 (21 & 22 Vict. c. xcii.), s. 234, certain goods imported into Liverpool from Singapore, but transhipped at London, were liable to foreign dock rates and town dues, or whether they were liable to town dues only in accordance with the resolutions of the board now in force in respect of goods imported coastwise. Section 234 provides, so far as relates to this case, as follows: "All goods imported from parts beyond the seas or coastwise into the port of Liverpool, and brought into the docks, or land at, or deposited upon, or carried over any quay, &c., . . . belonging to the board . . . shall be liable to the rates specified in Schedule C hereunto annexed. . . ." By Schedule C the rates on *tapioa* imported from parts beyond the seas is declared to be 3d. per cwt. and coastwise 1d. Since the Act was passed the Mersey Docks and Harbour Board, by resolution, remitted the dock rates on goods imported coastwise. A consignment of 306 bags of *tapioa* was shipped by the consignors at Singapore on board the steamship *Agamemnon*, belonging to a Dutch company registered at Amsterdam, for carriage to Liverpool under the terms of a bill of lading which contained a power to tranship at London. The Dutch company and the Ocean Steamship Co., an English company, worked in conjunction, and the profits of the Dutch company went to the shareholders of the English company. The *Agamemnon*, after touching at Amsterdam, proceeded to London, where she discharged all her inward cargo, including the *tapioa*. Entry was made of all her cargo carried to London, and the usual London dues paid on it. For the purposes of the Customs Act the ship and cargo were treated as arriving from beyond the seas. The *tapioa* was then shipped on board *The Sarpodon*, belonging to the Ocean Steamship Co. The *Sarpodon's* voyage was to Liverpool and thence to China. The Liverpool cargo, including the

taploca, was carried under a "transire" from the Customs, a document which is only issued in respect of cargo carried (so far as Customs are concerned) coastwise. At Liverpool the taploca, with the other cargo from London, consigned to Liverpool was discharged and was treated for Customs purposes as carried coastwise, and no examination and no entries were passed in respect of it. The defendants were the purchasers of 150 bags of the taploca, and these were delivered to them from the plaintiffs' docks. The plaintiffs' claim was for £1 5s., being the amount of the foreign dock dues at 2d. per cwt., less credit for coastwise town dues. It was contended on behalf of the defendants that the taploca was imported coastwise, and that for the purpose of ascertaining the meaning of the expression "coastwise" in section 234 it was necessary to refer to the Customs Laws Consolidation Act, 1876 (39 & 40 Vict. c. 36), under which the goods in question ought to be treated as imported coastwise: *Mersey Docks and Harbour Board v. Henderson* (13 App. Cas. 600) was cited in support of this proposition. The following sections of the Customs Laws Consolidation Act, 1876, were referred to: Sections 40, 41, 64, 101, 140, and 145.

MATHEW, J., in delivering judgment, said that section 234 of the Mersey Docks Acts Consolidation Act, 1858, provided that all goods imported into the port of Liverpool from ports beyond the seas should be liable to the dock rates mentioned in Schedule C. The section further provided that goods imported coastwise should pay certain other dock rates. When the plain language of section 234 was looked at, nothing would seem to be clearer than that, under the circumstances of this case, the goods were imported into Liverpool from a port beyond the seas. It was said, however, on behalf of the defendants, that the section had a subtle and concealed meaning, and that it must be construed by reference to the Customs Consolidation Act, 1876, and the regulations made under that statute. It was said that the effect of that statute was to deprive the plaintiffs of the dues payable in respect of goods imported from beyond the seas, which they would otherwise have been entitled to under the Act of 1858. That would be a most extraordinary result, because the Customs Act had nothing to do with these dock dues, which were payable for harbour and dock services rendered by the plaintiffs. The defendants' case was put in this way. The Customs Act, it was said, must be taken to contain a provision that goods transhipped at London were to be deemed to be imported into London, and then carried coastwise to Liverpool. There was no express provision in the Customs Act to that effect, or in the regulations made under it, but it was said such a provision ought to be implied from the course of business. The evidence showed that the course of business of the Customs authorities was that when a vessel arrived in London it was ascertained what dutiable and what non-dutiable goods were on board, and when that had been done the Customs had no further interest in non-dutiable goods. The taploca in question, which was non-dutiable after transshipment, was not placed on a coasting vessel, but on *The Sarpodon*, which, after discharging a part of her cargo at Liverpool, proceeded on a foreign voyage, so that the action of the Customs authorities in sending the taploca under a "transire," which was only issued in respect of goods carried coastwise, was irregular. When the goods were dutiable they were treated after transshipment in a different manner. They were forwarded under a bond. In other words, the Customs authorities kept their hands on them till they reached their destination, where the Customs were paid and the record made. Therefore in the case of the transshipment of dutiable goods, no such implication as was contended for by the defendants could arise. But if the contention of the defendants prevailed, it would result that there would be one set of dock dues payable to the plaintiffs in respect of dutiable goods and another set of dues in respect of non-dutiable goods. Under these circumstances, there did not appear to be any reason for implying any such regulation in construing the Mersey Docks Act of 1858. The extremely slender foundation on which the defendants' argument was based was that, in the case of *Henderson v. Mersey Docks and Harbour Board* (13 App. Cas. 600), the late Master of the Rolls and the House of Lords had had recourse to the language of the Customs Act in order to ascertain the meaning of the words "trading inwards" in a section of the Mersey Docks Act; but in that case the Customs Act was merely referred to as a dictionary might be referred to for the purpose of ascertaining the meaning of an ambiguous word. Because that had been done, it was now argued in this case that, whenever a question arose as to the meaning or construction of the Mersey Docks Act, that question must be decided by referring to the Customs Act. The argument of the defendants was, in his lordship's opinion, quite untenable. There would, therefore, be judgment for the plaintiffs for the amount claimed, with costs on the High Court scale.—COUNSEL, *Joseph Walton, Q.C., Carter, Q.C., and T. G. Herdridge; Boyd, Q.C., and Scrutton. SOLICITORS, Runccliffe, Rawle, & Co., for A. T. Squarey, Liverpool; Stokes & Stokes, for Thornely & Cameron, Liverpool.*

[Reported by C. G. WILKINSON, Barrister-at-Law.]

Winding-up Cases.

Re AURIFEROUS PROPERTIES (LIM.). Wright, J. 4th May.

COMPANY—WINDING-UP—CREDITOR AND CONTRIBUTORY—UNPAID CALLS ON COMPANY—DEBT OF COMPANY—RIGHT TO SET-OFF.

The African Gold Properties (Limited) were holders of shares in the Auriferous Properties (Limited). In January and June, 1896, two calls were made on these shares amounting to nearly £1,500, but these calls were not paid. In January, 1896, the Auriferous Co. became indebted to the African Gold Co. to the extent of over £2,000. A compulsory winding-up order was made against the Auriferous Co. The African Gold Co. went

into voluntary liquidation in January, 1898. This was a summons by the liquidator of the African Gold Co. in the winding-up of the Auriferous Co. to raise the question whether he was entitled to set-off the amount due from the Auriferous Co. to the African Gold Co. against the calls due from the latter to the former company.

WRIGHT, J., held, that the amount of the debt could not be set off against the sum due for calls. If the African Gold Co. had not been in liquidation it could not have set off its claim for money lent against its liability for the amount of the calls. This was decided before the Judicature Act, 1875, in *Re Overend, Gurney, & Co. (Limited)*, *Grisell's case* (14 W. R. 1015, L. R. 1 Ch. 528), *Black & Co.'s case* (21 W. R. 68, L. R. 8 Ch. 254, 261), and since the Judicature Act it had been decided that the same rule held good whether the call was made before or after the liquidation had commenced, and whether the liquidation was compulsory or voluntary: *Re Whitehouse & Co.* (27 W. R. 181, 9 Ch. D. 595); the ground of the rule being that all contributions from shareholders are by the Companies Acts made applicable for the payment of the company's creditors *pari passu*, and that a person who is a creditor and a contributory cannot be allowed to do what amounts to paying his own claim in full out of a fund which ought to be distributed rateably: *Black & Co.'s case*; *Re Pyle Works* (38 W. R. 282, 44 Ch. D. 534, 537, 585). Whether the same rule would apply if the liquidator sought to enforce the call by action seemed never to have been decided, but the call though made before the liquidation and therefore at one time a debt to the company was also enforceable by the liquidator by balance order as a contribution to be made in the winding-up for *pari passu* distribution, and in this sense was not a subject of set-off in the case of a limited company. In the present case the African Gold Co. was also in liquidation, and the question arose as to the effect of that. If the African Gold Co. had been a bankrupt individual the liquidator of the Auriferous Co. must have enforced his claim in bankruptcy and according to the bankruptcy law, which even before the Judicature Act would have allowed the set-off: *Re Duckworth, Ex parte Cooper* (15 W. R. 367, L. R. 2 Ch. 578); *Re Universal Banking Corporation, Ex parte Strang* (18 W. R. 475, L. R. 5 Ch. 492). Here the creditor was not a bankrupt individual but a company in liquidation and the particular ground on which *Re Duckworth* was decided was not applicable. The liquidator of the Auriferous Co. had not to proceed in the Bankruptcy Court but in the Chancery Division, and was entitled to the benefit of the Companies Act as there administered. The question therefore was, Had section 10 of the Judicature Act, 1875, introduced into the law of the winding-up of companies the bankruptcy rules as to set-off? This question was decided in the negative by *Gill's case* (27 W. R. 934, 12 Ch. D. 775), which was cited with approval in the Court of Appeal in *Re Washington Diamond Co.* (41 W. R. 681; 1893, 3 Ch. 93), and the liquidator of the Auriferous Co. was entitled to prove in the winding-up of the African Gold Co. for the whole amount still due on the shares, leaving the liquidator of the African Gold Co. to his right of proof in the winding-up of the Auriferous Co. It was true that in *Gill's case* the creditor contributory was not a company in liquidation, but that circumstance did not prevent it from being in point as a decision that the bankruptcy law of set-off was not imported by the Judicature Act into the law of companies so as to allow a set-off against calls, though for other purposes there may be the same right as in bankruptcy to a set-off of cross-claims as existing at the time of bankruptcy. *Re Duckworth* had therefore no application. This view seemed to be consistent with all the decisions on section 101 of the Companies Act, 1862, since the Judicature Act, though there was some difficulty in reconciling *Re Duckworth*, with what Lord Selborne said in *Black & Co.'s case* with reference to a "statutory trustee," yet the learned judge did not think that the House of Lords would now overrule what was said in *Re Duckworth*.—COUNSEL, *George R. Northcote; Howard Wright. SOLICITORS, Watts & Habershon; Freshfields & Williams.*

[Reported by C. W. MEAD, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Thursday, the 5th day of May, 1898.

Whereas, from the present state of the business before Mr. Justice North, Mr. Justice Stirling, Mr. Justice Romer, and Mr. Justice Byrne respectively, it is expedient that a portion of the Causes assigned to Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer, should for the purpose only of Hearing or of Trial be transferred to Mr. Justice Byrne; Now I, the Right Honourable Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby Order that the several Causes and Matters set forth in the Schedules hereto, be accordingly transferred from the said Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Romer to Mr. Justice Byrne for the purpose only of Hearing or of Trial, and be marked in the Cause Books accordingly. And this Order is to be drawn up by the Registrar and set up in the several Offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice NORTH.

1897.

Pneumatic Rubber Stamp Co, *Id v* Lindner 1896 P 2,354 July 9
Foster v Wagstaffe 1897 F 744 July 10

In re Ehrhardt's Patent, No 3,116 of 1891 petn entered in Witness List July 10
 Lord Iveagh v Davies 1897 I 487 July 13
 Maasingberd v Maasingberd 1897 M 777 July 17
 Spurgeon v Keddie 1897 S 1,038 July 21
 Holt v May 1897 H 1,949 July 21
 Gregory v Fream 1897 G 857 July 22
 Lee Conservancy Board v London Agency Id 1897 L 262 July 24
 Cook v Stuart 1897 C 500 July 24
 Cook v Stuart 1897 C 501 July 24
 F C Calvert & Co v D Calvert & Co 1897 C 1,566 July 26
 Kilner v Taylor 1897 K 141 Aug 4
 Trustees, Executors, & Securities Insurance Corp'n, Id v Deutsche Bank 1895 T 796 Aug 5
 Woodward v Darby & Cumberland 1897 W 1,828 Aug 5
 Moran v Raby 1897 M 2,437 Aug 5
 Bollean v Heath 1897 B 2,027 Aug 6
 Octopus Id v Harding & Co 1897 O 259 Aug 7
 Bilton v Woodbridge 1897 B 522 Aug 10
 Bovril Id v Bouillon Fleet Id 1897 B 2,255 Aug 11
 Bovril Id v MacSymon's Stores Id 1897 B 2,258 Aug 11
 Same v McBirnie 1897 B 2,262 Aug 11
 Same v Evans 1897 B 2,266 Aug 11
 Same v Shaw 1897 B 2,267 Aug 11
 Same v J P Evans & Co 1897 B 2,269 Aug 11
 Pierce v Weston 1896 P 2,082 Aug 11
 In re Buckett Aldridge v Buckett 1897 A 559 Aug 11
 Simmance v W Sugg & Co Id 1897 S 760 Aug 12
 Darby v London Agency Id 1896 D 1,827 Aug 13
 Delannoy v The Hostabuch Copper Syndicate Id 1897 D 579 Aug 13
 Edison United Phonograph Corp'n Id v Roberts 1893 E 397 Aug 14
 Keates v Keates 1897 K 208 Aug 14
 Reynolds v Blitcliffe 1897 R 839 Aug 20
 Duhamel et Cie v Cunningham Egg Fruit Co 1897 D 290 Aug 24
 Ellis v Churley 1897 E 65 Sept 10
 Banister v Landon 1897 B 2,202 Oct 9
 Holford v Blaisberg 1897 H 2,983 Oct 28
 Davis v White Cliffs Opal Mines Id 1897 D 397 Oct 28
 White Cliffs Opal Mines Id v Davis 1897 W 869 Nov 5
 Inskip v Horwood 1897 I 1,314 Nov 3

SECOND SCHEDULE.

From Mr. Justice Stirling.

Coates v Danes 1897 C 793 July 19
 Halford v Lewinsohn 1897 H 855 July 21
 Fanning v Fennessy 1897 F 491 July 23
 Warren v Invicta Patent Brick Manufacturing Co Id 1896 W 2,806 July 24
 Lennox v Peters 1897 L 1,344 July 27
 McLeod v Power 1896 M 1,837 July 28
 Harward v Australian South African Gold Exploration Co Id 1897 H 74 July 29
 Renouf v Spalding & Bros 1896 R 1,921 July 31
 Williams v Wheeler 1897 W 1,371 Aug 4
 Attorney-General v Radstock Urban District Council 1897 A 627 Aug 5
 Barton v Beal 1897 B 409 Aug 9
 Vilanova y Domenech v The Olot & Gerona Ry Co Id 1896 D 2,144 Aug 9
 Armstrong v Croft 1897 A 104 Aug 9
 In re Wilcox Armitage v Pauling 1897 W 1,792 Aug 9
 Mascias v Anglo-American Construction Co, Id 1893 M 2,441 Aug 11
 West v Harper 1897 W 872 Aug 12
 Helios Electricitas Actien Gesellschaft v Braulik 1897 H 1,345 Aug 12
 Lord Hastings v North-Eastern Ry Co 1897 H 1,564 Aug 14
 Clerical, Medical, and General Life Assoc Soc v Rogers 1897 C 1,053 Aug 14
 Harper & Battcock v Lewis 1897 H 2,035 Aug 24
 Horton v Redfern 1897 H 2,631 Aug 28
 Paynter v Galindez Bros 1897 P 397 Oct 20
 Howson v Dunlop Pneumatic Tyre Co, Id 1897 H 3,758 Oct 23
 Hoskin v J Shoolbred & Co 1897 H 1,276 Oct 25
 Shurey v Kinnis & Co 1897 S 1,063 Oct 26
 Allen v Pyatt & Co 1897 A 522 Oct 30
 Huntly-Gordon v Hall 1896 H 2,964 Nov 1
 Berghelm v Bryan 1897 B 2,080 Nov 1
 Jones v Koral 1897 J 514 Nov 8
 Gompertz (trading, &c) v The Credit Reform Assoc 1896 W 3,885 Nov 8

THIRD SCHEDULE.

From Mr. Justice ROMER.

Barnes v de Montmort 1896 B 2,846 July 29
 In re Chard, Chard v Chard 1897 C 565 Aug 4
 In re the Marie Rose Gold Mining Co, Id, & Co's Acts (ex parte Rawson) motion entered in witness list Aug 4
 In re the Same (ex parte Brand) motion entered in witness list Aug 4
 In re the Sharkington Combined Pick and Shovel Syndicate, Id motion entered in witness list Aug 6
 Anderson v Anderson 1896 A 1,564 Aug 10
 Jackson v Horner 1897 J 863 Aug 10

Sulley v Sulley 1897 S 1,357 Aug 12
 Bates v Chignell 1897 B 1,981 Sept 7
 Priestley v Oxley 1897 P 752 Oct 4
 Hobbs v Mills 1897 H 1,963 Oct 4
 Mayor, &c, of Newcastle-on-Tyne v Houseman 1897 N 689 Oct 25
 Same v Francis 1897 N 690 Oct 25
 1898.

Same v Jackson 1898 N 158 April 13
 Same v Coote 1898 N 159 April 13
 Chesley v Cheston 1897 C 1,152 Oct 27
 National Provincial Bank of England v Tommy 1897 N 812 Nov 2
 In re Mallam Mallam v Mallam 1897 M 1,219 Nov 5
 Roe v Roe 1896 R 2,094 Nov 11
 Pickstock v Earle 1897 P 1,187 Nov 15
 Browne v Calnan 1897 B 2,795 Nov 19
 Becher v Davey 1897 B 1,915 Nov 24
 Franklin v Lee 1897 F 186 Nov 29
 In re Hale Lilley v Foad adjd summs Nov 30
 Methie v Curd 1896 M 2,542 Dec 2
 Harvey v Greig 1897 H 3,332 Dec 10
 Evelyn v Howard 1897 E 1,211 Nov 10
 1898.

In re Cerckel's Patent, 1896 No 15,493 and Patents, &c, Acts petn entered in witness list Feb 5
 Fabriques de Produits Chimiques de Thann & de Mulhouse v Laffitte & Co 1897 F 1,523 Feb 10

In re Sinnette's Patent, No 1,670 of 1888 petn entered in witness list Feb 12

HALSBURY, C.

RULES PUBLICATION ACT, 1893.

THE PRIZE COURTS ACT, 1894.

Notice is hereby given that, after the expiration of forty days from the date hereof [May 10] it is proposed to submit to her Majesty in Council, in pursuance of the above-mentioned Act, the draft of an order in Council making Rules of Court touching the practice in prize proceedings to be observed in Vice-Admiralty Courts and Colonial Courts authorized to act as Prize Courts. And notice is hereby further given that, in accordance with the provisions of the Rules Publication Act, 1893, copies of the proposed draft Order in Council can be obtained by any public body, within forty days of the date of this notice, at the Privy Council Office, Whitehall.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SELECT COMMITTEE ON MONEY LENDING, 1898.

Report of special committee of the Council of the Incorporated Law Society, as adopted by the Council 22nd of April, 1898 :

The committee have considered the communication (referred to them by the Council on the 25th of March), from the Select Committee of the House of Commons on Money Lending, inquiring if the Council had any suggestions to offer as to remedies, or alterations to recommend in the present state of the law with regard to money lending. The committee find that in the evidence taken by the Select Committee the following, among other suggestions, have been made: (1) That professional money lenders should be registered. (2) That professional money lenders should be compelled to take out a licence to be granted to a person only in his own name. (3) That the minimum limit of bills of sale should be raised from £30 to £50; in other words, that bills of sale for less than £50 should be illegal. (4) That the provision in the Bills of Sale Act, 1878 (repealed by the Amendment Act, 1882, as regards bills of sale by way of security), that bills of sale should be attested by a solicitor, and state that the document had been previously explained by him, should be re-enacted; or, in substitution, that attestation should be before a registrar of a county court. (5) That it should be made a criminal offence for professional money lenders to issue false and misleading advertisements. (6) That power should be given to the court to fix a fair rate of interest in all cases where there is anything unfair or oppressive in the bargain. (7) That the practice of interference with contracts by professional money lenders should be assimilated to that which is adopted by courts of equity in setting aside "unconscionable bargains made with expectant heirs and reversioners." (8) That further discretionary powers should be given to county court judges. The committee consider that their remarks and suggestions may conveniently follow the order of these suggestions. While recognizing the advantages which would accrue from the check which proper registration and licensing would put upon professional money lenders, the committee consider that such a measure is not practicable. They see difficulty in giving a legal definition of a "professional money lender" so as to confine it to the class concerned with the mischief to be dealt with, and to avoid bringing in bankers, financial and trust companies and firms, discount houses, stockbrokers, solicitors, insurance companies, and others, who lend money with or without security. They also agree in the opinion which has been expressed that professional money lenders, if registered and licensed, would make use of that fact in pushing their trade, and thus obtain additional power over the unwary. The committee also think that if registration were practicable, the registers would not in practice be

resorted to by the classes for whose protection they would be intended. Moreover, to be of any use, the entries on the register must be renewed at frequent intervals, and a system of supervision would be needed to ensure compliance with the law and to prevent its becoming a dead letter. The proposal that professional money lenders should be compelled to trade only in their own names, also involves the practical difficulty of defining professional money lenders in such a way as to include only the so-called professional money lender and to exclude bankers and others who lend money. There are many firms and companies who trade under names which do not indicate the individuals who actually carry on the business, and it would seriously interfere with business if this long-established custom were prohibited. The committee approve of the proposal that the minimum limit of bills of sale should be raised from £30 to £50, and that bills of sale for less than £50 should not be allowed. In some cases it may no doubt happen that a bill of sale is the only security which borrowers in great need can offer, and the restriction may shut out all chance of help. But those cases must be comparatively few, while the cases of oppression by the means of small bills of sale are numerous. The committee are of opinion that the rate of interest on bills of sale might be limited to 15 per cent. per annum on bills of sale to secure £100 and under, and 10 per cent. per annum on bills of sale to secure over £100, following the principle of the Pawnbrokers Acts. The committee are also in favour of the re-enactment of the provision in the Bills of Sale Act, 1878, that bills of sale should be attested by a solicitor, and that the attestation should state that the effect had been explained to the grantor by the attesting solicitor. It is considered that this safeguard constitutes a valuable check upon usurious bills of sale, and tends to ensure that illiterate borrowers do not sign documents without proper knowledge of their contents. With deference to the weighty opinions expressed before the select committee, the committee consider that the suggestion to make it criminal for professional money lenders to issue false and misleading advertisements and circulars is not capable of being carried out in practice, much as they would wish to see some remedy of this character put in force to check the evils of such advertisements and circulars. Suggestions of this kind would meet with universal approval provided they could be made operative and be restricted to the classes of cases intended; but it seems to the committee that any proposals dealing with money lending advertisements as such must of necessity go beyond the limits intended, and might produce disastrous results. The committee consider that the chief remedy for the evils under consideration must be sought in the direction indicated in the proposals that unjust and oppressive transactions should be revised by the courts of law, including county courts, and, in proper cases, a fair rate of interest fixed. It is no doubt a serious thing to meddle with freedom of contract, but the Legislature has seen fit to do so on more than one occasion, and to prohibit certain classes from contracting themselves out of protective statutes. It would be still more serious to interfere with banking and mercantile business or to place any obstacle in the way of ordinary commercial transactions. But the remedy of granting relief by the court against unconscionable bargains does not necessarily involve interference with freedom of contract. It is more analogous to cases where contracts are avoided as being against public policy, and it is assumed that the suggested legislation need not forbid contracting out, because the remedy will, of necessity, override any contract. In all ages and in all countries endeavours have been made by legislation to deal with the evils of money lending at high rates of interest, but with small success, as will be seen on reference to the useful book on "The Law of Unconscionable Bargains," by Bellot & Willis, recently published. An interesting history of the efforts to repress usury and hard dealing, and of the shifts of money lenders is there given, together with the reasons which led to the total abolition of the Usury Acts in 1854. The extreme difficulty of dealing with the evil by repressive legislation is there abundantly illustrated. But, even while the usury law existed, extensive classes of transactions were always free from restriction. Among these may be mentioned contracts in a foreign country or loans to be repaid abroad, and cases where the right to recover the money lent is put in jeopardy. As instances of the latter class may be mentioned sums lent on *bottomry* or *respondentia*, and also annuities for lives or other contingencies. Moreover, in ordinary banking and mercantile transactions, commission in addition to interest is frequently charged, and when money is dear the commission may be at a high rate. Legislation would be disastrous which interfered with such transactions, especially in times of panic or financial embarrassment. Cases, too, not unfrequently occur in which money is lent at great risk, and consequently at large interest, where no unfair advantage is taken by the lender. For these reasons the committee are of opinion that restrictive legislation attempting to re-introduce to any extent the laws against usury, or fixing a maximum rate of interest in the case of professional money lenders, is undesirable, except in the cases of bills of sale. In their opinion legislation in the direction of rectifying unconscionable bargains is more likely to be attended with success in remedying the undoubted evils attendant upon the present system of money lending by professional money lenders. The committee suggest that the legislation might take the form of a declaration that the law against unfair dealings might be enforced by order of any judge or master of the High Court, or of any judge or registrar of the county courts, declaring the bargain unfair, or the rate of interest excessive, and substituting a lower rate of interest or other modification of the contract, as occasion may require. It has been suggested that the practice of the High Court exercising its equitable jurisdiction in setting aside unconscionable bargains with expectant heirs and reversioners should be adopted. It may be remarked that this doctrine of the court is not confined to the Chancery Division nor to bargains with expectant heirs or reversioners. In more than one case eminent Common Law judges have applied the same doctrine. Lord Mansfield, C.J., did not

hesitate in several actions in the King's Bench to grant relief in cases of hard and unconscionable bargains, and Lord Chancellor Hardwicke, in *Chesterfield v. Jansen*, stated that there were instances where the common law had given relief, giving as an example a case before Hyde, J., in 1663. In another case, *Thornbury v. Whitacre*, a court of law stated that in the event of the case going to trial the jury would consider the folly of the defendant and give only reasonable damages. There are, in fact, numerous cases in the reports from the leading case of *Chesterfield v. Jansen*, decided in 1750, down to the present time, to prove that relief may be given in all cases where, from the circumstances or conditions of the parties contracting, or from weakness on one side or usury on the other, or extortion or advantage taken of that weakness, the presumption of fraud arises, and that fraud in this sense does not mean deceit or circumvention, but it means an unconscientious use of the power arising out of these considerations and conditions. The late Denman, J., in *Neville v. Snelling* (15 Ch. D. 679), said that the doctrine might be applied to all cases of undue advantage taken by money lenders. At the same time a mere high rate of interest will not be conclusive, because, as was pointed out by Byles, J., a merchant or a manufacturer under pressing necessities may require an immediate advance, and the security he can offer may be such that some additional interest in the nature of a premium of insurance against the risk may be required, or the demand for temporary financial accommodation may be so great that the supply may not be commensurate with the demand. In such cases it may be absolutely essential in the manufacturer's or merchant's interest, and for the benefit of the whole community, that lenders should be at liberty to advance money at high rates of interest. The county courts having only a limited equitable jurisdiction have not power to give effect to the equitable doctrine of relief against unconscionable bargains. Under the County Courts Act, 1888, s. 67, the jurisdiction in equity is limited to eight classes of actions or matters, and no action not coming within those classes can be safely commenced in a county court. Actions for relief against fraud or mistake are included, but they do not, it is conceived, embrace cases in which the presumption of fraud arises from the circumstances of the parties. It might be convenient that any new Act of Parliament should contain a preamble showing that it is directed against the evils attendant upon the system of money lending by professional money lenders at high rates of interest, or under oppressive conditions as to repayment, and especially in cases where misleading advertisements or circulars have been resorted to, or where young or aged or ignorant persons or married women have been concerned, or persons under fear of publicity to themselves or their friends, or where the business is carried on under false or misleading names. The object of such a preamble (and there are many precedents in forcible language in the old statutes against usury) would be to indicate the class of cases in which the court is expected to interfere, and not to specify or limit the circumstances which would justify interference. The committee think that it would not be expedient to attempt in any such Act of Parliament to define the cases which should constitute unfair dealing, or that legislation should be limited to lending money at high rates of interest. Such transactions may be carried on under many specious disguises, such as sale and re-purchase of goods, or hire and purchase of goods, or the loan of property, or they may take the form of mortgage transactions, or annuities on lives or other contingencies. What seems desirable is that it should be recognized that in all cases the court, of its own initiative, and without any request on the part of a defendant, should have power at any time to set aside or rectify any dealing or bargain where the parties have not been on equal terms, and where any advantage has been taken by one party against the other, either from necessity, or pressure, or ignorance, and to open up any accounts or transactions purporting to have been closed under such conditions, and to go behind and set aside any judgment of the court, and to order repayment of any amounts already paid in excess of the amount held by the court to be reasonable. The committee think that any proposed legislation might also enable the county court to restrain a grantee under a bill of sale from removing or selling chattels or otherwise as provided by the Bills of Sale Act, 1882, s. 7. And that in money lending transactions the lender should be bound to furnish at the time to the borrower and his surities, if any, copies of every document signed by him or them, and that any breach of this duty should be taken into consideration by the court upon any question of unfair dealing. It is also thought that it should be a matter for consideration in the drafting of any Bill dealing with the money lending question whether transactions of the nature of renewals of loans should be valid between judgment debtor and judgment creditor so long as the judgment remains unsatisfied. And further, that the powers of the county court to order payment by instalments should be extended to judgments for sums exceeding £20, and that the power given by section 153 of the County Courts Act, 1888, in cases such as sickness should be extended to all cases of money lending, if for any reason the defendant is unable to discharge the debt or damages. There is another point to which the committee attach especial importance, and that is that the process of obtaining such relief should be easy, inexpensive, and not accompanied with unnecessary publicity. It is a matter of common experience that the business of professional money lenders depends to a large extent on the fact that needy borrowers cannot, or will not, face publicity. The committee therefore recommend that the proposed Act of Parliament should enable either party to invoke the aid of the court privately, and not necessarily on a trial in open court. It is suggested that this end might be attained by giving a right in any existing action or proceeding to either party to have any question of unfair dealing referred without pleadings or any interlocutory proceeding in the Queen's Bench Division to an official referee, and in the Chancery Division to a master or judge in chambers; and in the county courts to the registrar, or judge, sit-

ting in chambers. And that, where there is no existing action or suit, proceedings might, without writ or pleadings, be commenced by originating summons for plaint, asking relief against unfair dealings, and be disposed of in chambers. The committee are of opinion that the evils of the existing system of money lending would be to a large extent remedied if the relief could be granted without publicity. In many cases needy borrowers are deprived of any independent advice or protection when they have recourse to professional money lenders, and they submit to any conditions for immediate and secret relief. In conclusion the committee recommend that the following suggestions be communicated to the Parliamentary Select Committee: (1) To raise the minimum limit of bills of sale from £30 to £50, and to limit the rate of interest to 15 per cent. per annum on bills of sale to secure £100 and under, and to 10 per cent. per annum on bills of sale to secure over £100. (2) To re-enact the provision in the Bills of Sale Act, 1878, that bills of sale should be attested by a solicitor, and that the attestation should state that before the execution of the bill of sale the effect had been explained to the grantor by the attesting solicitor. (3) To give a borrower under a bill of sale liberty to repay a loan, nominally payable at a fixed date or by instalments, by tendering, at any time, the principal sum with interest at the rate specified, together with fourteen days' interest in lieu of notice. (4) To declare and extend the powers of the High Court and county courts so as to enable them to interfere as referred to above where there has been oppression or unfair dealing, and especially that this relief should be rendered available without unnecessary publicity.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 11th inst., Mr. Henry Morten Cotton in the chair. The other directors present were: Messrs. Wm. Geare, J. R. B. Gregory, Augustus Helder, M.P. (Whitehaven), F. Rowley Parker, Richard Pennington, J.P., Sidney Smith, and J. T. Scott (secretary). A sum of £250 was distributed in grants of relief, twelve new members were admitted to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 20th of April, 1898.

Anvey, Alfred, B.A. (Camb.)	Edmunds, William Rees
Archdale, John Frederick St. Quintin	Evans, Cecil Wilfrid
Archer, Goodwyn Luddington	Farmer, Frank Morley
Atkinson, Reginald Clegg	Farrar, James Gill Lister
Barnes, Walter Sidney	Fraser, James Scholfield
Barton, John Austin, B.A. (Camb.)	Freem, Ralph
Bartram, Cecil	Galloway, Thomas Percival, B.A. (Oxon.)
Bate, Benjamin Horace	Geare, John Walter
Beale, Walter Herbert, B.A. (Oxon.)	Gosden, Oscar George
Bompas, Alan Chantrey	Gregory, Charles Lewis
Brenan, Herbert Eustace, B.A. (Camb.)	Griffiths, Trevor Coleridge
Britten, Algernon John	Guerrier, Arthur Philip
Burge, Sydney George	Gullet, William Percy
Butler, Alfred Warren	Haines, George Emeris
Carlyle, Thomas Fairfax	Hannay, Erskine
Carvalho, Samuel Nunes	Harral, Francis Monckton
Castellan, Charles Ernest	Harrison, William Robinson
Cayley, Norman, B.A. (Camb.)	Harvey, George
Chadwick, Richard Stanley	Hobbs, Ernest William, M.A. (Edin.)
Clarke, Charles Neville	Hodgkinson, Robert Frank Byron
Clarke, Leslie, B.A. (Oxon.)	Hopkinson, Charles Alden
Clarke, Stephen Hardcastle, B.A. (Oxon.)	Horden, John
Coe, Charles Graburn, B.A. (Camb.)	Horton, Charles Ernest
Cook, George Rope	Howard, George Frederick Thomas
Cooper, John Campbell	Howarth, Humphrey, B.A. (Camb.)
Cottam, Charles Edmondson, B.A. (Camb.)	Howe, Harry
Crow, Percy Falshaw Castlereagh Thompson	Humphrey, William Murray
Cuthbert, Robert Frederick	Jenner, John Henry
Dawby, Edward Sherman	Johnstone, William Yule
Davies, Daniel John	Kelly, Charles Edward
Davis, Sydney Carlile	Kendrick, Henry Haden
Davson, Arthur Mackenzie, B.A. (Camb.)	Lambert, Thomas
Deans, John	Larken, Edmund
Derry, William	Lawrence, John Gerald
Dobb, Richard Barrett	Lemon, Allan Bruce
Dobell, George Berkeley	Longhurst, Alfred Melville
Donaldson, James Gordon, B.A. (Oxon.)	Longinotto, Leo
Dundas, Charles Percival During	McBean, Alexander Hamilton
Eaden, Harold	Maitland, Max Gray
	Marshall, William Leslie
	Marten, Charles Joseph
	Martyn, Gerald Stephen
	Meggy, Harry
	Meyer, Herbert Ellis

Mitchell, Albert	Shakeshaft, Charles Vivian
Morgan, William Swancott	Sharpe, Sydney George
Mossman, Frederick Adolph Tremel	Sharratt, Walter James
Newton, John Deacon	Sharratt, Oswald Henry
Pacy, Robert William	Shield, Arthur Robert
Parker, George Berthold	Smith, Welborn Owston
Parkes, William Taylor	Solomon, Phineas Samuel
Parry, Bernard	Stockdale, Norman Eskridge
Paterson, William Augustus Elliot	Talbot, Samuel Thomas
Payne, John Melvin	Thornback, Arthur Henry
Penny, Bruce	Thorpe, Alfred
Perham, Charles Horwood	Tilly, Tobias Harry, B.A. (Camb.)
Phillips, Herbert Ashley	Tippetts, Percy William Berriman
Pickles, Hartley	Turner, Charles Philip
Pope, Cyril Kelway	Vencer, Edward Cawkhill
Prior, Bernard Henry Leathes	Vergette, Edward Dudley
Procter, William	Warburton, Samuel Arthur
Raisen, Arthur Frederick	Warrington, George Edward Dudley
Ray, Cecil	Watkins, Thomas Percival Holmes
Redfern, Thomas Howard	Watson, Gerald Hubert Lacon
Reece, Lewis Frederick Bernard	Watson, John Bertrand
Reynolds, Edward Lionel	Riddell, William Edmeston, B.A. (Camb.)
Ridgden, William Percy	Weston, Percival Aaron Albert
Robertson, Hugh Lauder	White, Raymond Gilbert
Rootham, Ernest Augustus	Williams, Aubrey Bransby
Rowlands, John Evan	Wilson, Hugh Randall
Ruddock, George	Wood, John
Rye, Arthur Lockyer	Wood, Richard Holroyde
Samuel, Frank Victor, B.A. (Oxon)	Wyllie, George Harry
Sargeant, Kinneff Napier	Youll, William Charles

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 18th and 19th April, 1898:

Adams, Alfred John	Holt, Henry Cecil
Almy, Percival Henry William	Hopson, Frederick Ongley
Archbold, Thomas Forster	Houghton, Bertram Francis
Arton, Clement	Hughes, Charles Edward Price
Austin, Edgar Montague	Ireland, Herbert Francis Kellie
Ayrton, Edwin	Ironside, Alfred Allan
Ball, Donald Stephen	Jefferies, Charles Wright
Barker, Harold	Jolly, Arthur Adams
Bashall, John, M.A. (Oxon.)	Jones, Timothy Morris
Bates, Alfred	Kaye, William Astell, B.A. (Oxon.)
Batham, Charles Frederick	Kennington, Sydney, B.A. (Camb.)
Batley, James Arthur	Lacy, Joseph Aloysius
Bennett, Charles Oatley	McDiarmid, Arthur Hallam
Bere, Francis Wentworth, M.A. (Oxon.)	Mager, George Edmund
Berkeley, Rowland Henry	McIntock, Walter Oswald
Berry, Harry Leopold Firth	Maistry, Edward Ashburner, B.A. (Camb.)
Bevan, Theophilus Hamilton	Martin, Henry Walter
Birdseye, Fred Hamilton	Mason, Daniel Johnston
Blount, George Alfred Stanislaus	May, George Herbert
Bowly, Richard Thomas, B.A. (Camb.)	Mellersh, William Lock, B.A. (Oxon.)
Brewer, John Henry Latham	Metcalfe, Frederick Evelyn
Brown, Herbert William, B.A. (Oxon.)	Miller, Alexander Thomas
Buckingham, Claude Septimus, B.A. (Camb.)	Moberley, Edward Haworth Von Esen
Clowes, Richard Percy, B.A. (Camb.)	Parkinson, Henry Fairfax
Colley, John Herbert, B.A. (Camb.)	Penley, Reginald Herbert, B.A. (Camb.)
Coverdale, William Herbert	Pennington, Hugh
Croome, Alexander Swayne	Pollitt, James Sumner
Davies, Randall Robert Henry	Pope, Edward Alexander
Davis, William Stephen	Poulter, Richard Charles McCrea
Dawes, Frank	Prescott, Richard Melling
DuBois, Edward	Quinn, Hugh Clement
Eames, Alexander	Ratford, John Francis
Edleston, Robert Rainford	Rees, Harry Stanton
Elmhirst, William	Rees, William
Ely, Rutland Stephen	Robertson, William Woodward, B.A. (Camb.)
Evans, Reginald	Rolfe, Edgar Charles
Fisher, Alfred Sellwood, B.A. (Oxon.)	Rump, Frederic
Foster, Charles Frederick	Rushworth, Albert Lincoln
Fox, Hubert	Schofield, Simeon
Garnar, Edward James	Scholefield, John
Gibbs, William Slocombe	Spencer, Edmund
Goffey, Arthur	Springett, Thomas Brook
Green, Frederick William	Stanfield, Walter Daniel
Gaye, Eugene, LL.B. (Lond.)	Stocken, Walter Aloysius
Haigh, William Mackenzie	Stokes, George Lort
Hall, Alfred Herbert	Storey, Leonard
Hall, Charles John Ernest	Taylor, Alfred Miles
Hamilton, Gibson Warwick Finlay	Thomas, Daniel Howell Rowland
Hanson, Oswald Hesketh, B.A. (Camb.)	Tringham, Edgar Mason
Hawkins, Lawrence Francis	Upton, Archer Robert
Holden, Herbert Charles	Upton, Robert George
	Watson, Harold Henry

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—May 10.—Chairman, Mr. Arthur E. Clarke.—The subject for debate was, "That the time has come when the rule of Spain in Cuba should cease." Mr. Rupert Blagden opened in the affirmative; Mr. G. H. Daniell opened in the negative. The following members also spoke: Messrs. J. C. Wheeler, J. D. A. Johnson, E. W. Munton. The voting on the motion was even, being twelve votes each way. This being the annual meeting, the following officers were elected for the ensuing session (1898-9): Treasurer, Mr. Neville Tebbutt; secretaries, Messrs. Archibald Hair and C. A. Anderson; reporter, Mr. Seager Berry; committee, Messrs. J. S. Wilkinson, G. H. Daniell, F. H. Stevens, and A. Hildersheimer; auditors, Messrs. Rupert Blagden and A. E. Clarke.

LEGAL NEWS.

APPOINTMENTS.

Sir JOHN EDOW, Q.C., late Chief Justice of the North-West Provinces of India, has been elected a Bencher of the Hon. Society of the Middle Temple, in succession to the late Mr. Alfred Cock, Q.C.

Mr. T. CARO WORNSFOLD, F.R.Hist.S., F.R.S.L., has been appointed Commissioner for Oaths, and to Examine Witnesses, &c., for the Supreme Courts of the Gold Coast, Cape of Good Hope, Fort William in Bengal, Leeward Islands, Bombay, and Madras. Mr. Worsfold, who was admitted in 1883, is a Commissioner for Oaths, and a member of the firm of Wainwright & Co., 9, Staple-inn, London, W.C.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES ALBERT MORRIS BEW and PHILIP WILLIAM FROWD PHELPS, solicitors (Bew & Phelps), Portsea. April 30. In future such business will be carried on by the said James Albert Morris Bew. [*Gazette*, May 6.]

GENERAL.

Mr. Justice Ridley will be the Whitsun Vacation Judge.

Mr. Justice Byrne has been absent from his court for some days owing to indisposition. It is stated that Mr. Justice Romer has made arrangements for taking Mr. Justice Byrne's Manchester and Liverpool business.

Mr. Joseph Addison is to preside at the thirty-eighth anniversary festival of the Solicitors' Benevolent Association on the 15th of June next. The society has, since its establishment in 1858, distributed £82,000 among necessitous solicitors and their families, and an urgent appeal is made to solicitors who are not yet members of the association to become either life or annual subscribers.

Mr. Justice Lawrance will preside at the annual dinner of the Law Students' Debating Society, to be held at the Monico Restaurant on the 18th inst. He will be supported by Mr. A. R. Jelf, Q.C., Mr. Joseph Walton, Q.C., Mr. W. Blake Odgers, Q.C., Mr. C. A. Russell, Q.C., Mr. E. C. Macnaghten, Q.C., Mr. A. C. Plowden, Mr. W. Melmoth Walters, and others.

On the 9th inst., in the House of Commons, Mr. Schwann asked the Chancellor of the Exchequer whether he was prepared, in order to promote soundness of trade in the mercantile community, to reduce the charges now made in England and Wales for the extraction of information relating to deeds of arrangement, bills of sale, and county court judgments, which now cost respectively 2s. 6d., 1s., and 6d. for each single case, to the rate charged in Scotland of 1s. 6d. for each search, which enabled the applicant to extract as he might desire at a sitting, and which thereby reduced to a merely nominal sum the cost per case of obtaining this absolutely essential information to the trading community. The Chancellor of the Exchequer said: "With regard to the county court fees, which are the only fees of those mentioned for which the Treasury is directly responsible, the whole amount received only just covers the necessary office expenses, and I do not see my way to lower them. For the other fees the Lord Chancellor is primarily responsible, and it is to him that requests for their reduction should be addressed."

The following are the circuits chosen by the judges for the ensuing summer sittings—viz.: Western Circuit, the Lord Chief Justice, and Wright, J., the latter not joining the circuit until Exeter is reached; Home Circuit, Wright, J.; South-Eastern Circuit, Hawkins, J.; Oxford Circuit, Mathew and Channell, JJ., the latter joining at Stafford; Midland Circuit, Lawrance and Darling, JJ., the latter not joining until Warwick is reached; North-Eastern Circuit, Day and Grantham, JJ.; North Wales Circuit, Wills, J.; South Wales Circuit, Phillimore, J.; Northern Circuit, Bruce and Ridley, JJ. The Lord Chief Justice has fixed the following commission days for holding the summer sittings on the Western Circuit—viz.: Salisbury, Monday, May 30; Dorchester, Friday, June 3; Wells, Tuesday, June 7; Bodmin, Monday, June 13; Exeter, Monday, June 20; Winchester, Saturday, June 25; Bristol, Saturday, July 2. The Lord Chief Justice will go on circuit alone until Exeter is reached, when he will be joined by Mr. Justice Wright. Mr. Justice Wright has fixed the following commission days for the summer sittings on the Home Circuit: Maidstone, Tuesday, May 31; Guildford, Thursday, June 9.

Judge Hirschberg, of Newburg, N.Y., has, says the *Albany Law Journal*, given a decision in favour of the plaintiff in the case of *Place v. Conklin*

and Others. In this suit the plaintiff, an aged resident of New Windsor, sued to recover 4,000dols. worth of property which Conklin had received from his wife, Mrs. Place, as compensation for getting her a husband. Judge Hirschberg says: "A contract to procure a husband or wife for a consideration is regarded as fraudulent in its character, and the party paying the consideration, although with full knowledge, is, nevertheless, regarded as acting under a species of imposition or undue influence. The plaintiff has been deprived of his property by fraud. It is not pretended that he knew anything of the bargain between his wife and Conklin. She had no property of her own, and the contract was in effect to pay Conklin for procuring the marriage by means of money and property to be acquired as the fruits of the union. The unlawful agreement was not to pay Conklin with property belonging to Mrs. Place, but was to procure the plaintiff's property for Conklin through the medium of a forbidden bargain. By the terms of the conspiracy the husband was to be induced to part with his property under the mistaken belief that he was making provision for his wife's support and maintenance, when, in fact, he was unconsciously furnishing her funds to be paid for the purchase-price of himself as a husband, by virtue of a secret and illegal agreement between her and the intimate friend of the husband, through whose active agency the marriage had been effected."

At the annual general meeting of the shareholders of the Solicitors' Law Stationery Society (Limited) a dividend at the rate of 6 per cent. was declared for the year ending the 31st of December, 1897.

At the annual general meeting of the National Provincial Bank of England, Limited, the report was adopted, the retiring directors were re-elected. Thomas George Robinson, Esq., and Selwyn Robert Pryor, Esq., were elected directors in place of Richard Blaney Wade, Esq., and Duncan Macdonald, Esq., deceased; and Mr. Edwin Waterhouse and Mr. William Barclay Peat were re-appointed auditors for the current year.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

- May 16.—Messrs. PERKINS & CESAR, at the Mart, at 2, Leaschold Properties:
- Enfield.—Two semi-detached Residences; term 84 years; ground-rent £15; let at £30; in two lots.
 - Hackney.—Four shops and outbuildings; term 58 years; ground-rent £30; let at £17; in three lots.
 - Solicitors, Messrs. Collyer-Bristow, Russell, Hill, & Co., and Messrs. Bridges, Sawtell, & Co., all of London.
 - Whetstone.—Four semi-detached Residences; let at £215; term 81 years; ground-rent £42 per annum; in two lots. Solicitor, J. Ashbridge, Esq., London.
 - Camberwell.—Semi-detached Residence; let on a tenancy expiring at Midsummer next at £42 per annum; term 19½ years; ground-rent £6.—Solicitor, John Johnson, Esq., London.
 - Clapham Common.—Two Residences; let at £88; term 88 years; ground-rent £7 10s. each; in two lots.—Solicitors, Messrs. Herbert, Saxby, & Co., London. (See advertisements, May 7, p. 3.)
- May 17.—Messrs. DRENNAN, TAYLOR, FARMER, & BRIDGEMAN, at the Mart, at 2, a highly important Freehold Property, occupying one of the finest positions between Curtain-road and Shoreditch Townhall; let upon leases which expire in about three years, when the property will afford an exceptionally fine site for an important block of modern buildings.—Solicitors, Messrs. Gidley & Son, Plymouth. The Rectorial Tithe Rent-charge, commuted at £130 per annum, issuing out of lands comprising about 350a. or 34p., at Iver, about two miles from West Drayton Station.—Solicitors, Messrs. Kisch, Wake, & Wild, London. (See advertisement, May 7, p. 4, and April 23, p. 4.)
- May 17.—Messrs. CHANCELLOR & SONS, at the Mart, at 2 Freehold Investment of £120 per annum, secured on the Residence known as "Ayres Villa," Upper Norwood, grounds 1½ acres, with reversion to another Residence, erected on a portion of the grounds, formerly part of the "Queen's Hotel," leased for 99 years from 1880, at £130 per annum. Solicitor, J. B. Tyndale, Esq., London. (See advertisement, May 7, p. 3.)
- May 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:
- FREEHOLD GROUND-RENT.—£225 secured upon corner Block of Flats, Battersea; rack-rents, £1,890. £190 per annum, secured upon Block of Flats, Hove; rack-rents, £590. £90, secured upon four Shops, with Flats over, Kensington; rack-rents, £354. £37 10s., secured upon ten Houses, Manor Park; rack-rents, £207. £27 15s., secured upon 11 Houses, East Ham; rack-rents £231.
 - LEASEHOLD GROUND-RENT.—£250, at a peppercorn, secured upon Block of Flats, Haverstock-hill, 904 years, and under-lease for 98 years; rack-rents, £1,070. Solicitors, Messrs. Herbert W. Reeves & Son, London.
 - Freehold, Family Residence at Enfield with 12 rooms, large garden, of about ½ acre; in the rear is about a ½ acre, having a frontage of 50 feet. Solicitors, Messrs. Guah, Phillips, Walters, & Williams, London.
 - A Detached Residence at Enfield, with 10 rooms and garden; let for 2 years at £50; lease 80 years.—Solicitors, Messrs. Hussey & Ingpen, London.
 - Enfield, Clay-hill.—Freehold and part Copyhold Cottage Residence, two reception-rooms (20ft. long), five bedrooms, in grounds about 2½ acres.—Solicitors, Messrs. Stones, Morris, & Stone, London.
 - A semi-detached Residence at West Hampstead, gardens, 12 rooms; lease 51 years, at a peppercorn; rental value £90.
 - Semi-detached Residence at Surbiton, garden; let at £100 for 62½ years, at £14. Solicitors, Messrs. Francis & Crookenden, London.
- REVERSIONS:
- To £150,000 sterling, a first charge upon Trust Estate of the value of upwards of £300,000; lady aged 40, provided she survive her husband, aged 80, with Pollen.
 - To One-fourth of £10,000, on Mortgage and East India Stock; lady and gentleman aged 51 and 63.
 - To a Moiety of a Trust Fund, value £9490, Railway Stock, Consols, &c.; also to £1,730, secured upon a larger fund; lady aged 61.
 - Solicitor, H. Stanley-Jones, Esq., London.
 - To £30,000, Freehold Landed Estates in Nottingham; rent-roll £2,100; gentleman aged 62 and lady aged 56.—Solicitor, Henry Kerby, Esq., London.
 - To £1,000, Corporation Stocks; gentleman aged 31.—Solicitor, Wm. Hicks, Esq., London.
 - To a Trust Estate of £5,477 17s. 3d., Queensland 3½ per Cent. Stock and Freehold Properties in Brighton, producing £455 per annum; gentleman aged 61.—Solicitors, Messrs. Maddison, London.

- To £3,000, a first charge upon Trust Fund of ample value; gentleman aged 77. Solicitors, Messrs. Torr, Gribble, Oddie, & Sinclair, London.
- To Two One-sevenths of a Trust Fund, £3,386 2½ per Cent. Consols; lady aged 64.—Solicitors, Messrs. Rooke & Sons, London.
- To One-fifth of a Society of a Trust Fund represented by £2,750 Great Indian Peninsular Railway Stock; two ladies aged 58 and 80; also to One-fifth of £22 India ½ per Cent. Stock; lady aged 56.—Solicitor, R. E. Campbell, Esq., London.
- To Freehold House near Blackfriars-bridge; rent, £100 2s.; lady aged 63.
- To Three One-sixth Shares of a Trust Fund, represented by £10,000 2½ per Cent. Consols; lady aged 63.—Solicitors, Messrs. Russell, Cooke, & Co., London.
- POLICIES:**
- To £7,000, £1,000, £1,000, £500, £300. Solicitors: Messrs. Tampil, Taylor, & Joseph, Messrs. May, Sykes, & Co., Messrs. Greene & Underhill, and Messrs. Whitehead, Marshall, & Co., all of London.
- SHARES AND DEBENTURES:**
- In Hastings Harbour Commissioners, Kettner's, Booth & Fox, Lambert & Norris.—Solicitors, Messrs. A. H. Arnold & Son, London.
- (See advertisements, this week, back page.)
- May 18.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2, Properties at Clapham.—Seven rooms; rent £80; lease 24 years; ground-rent, £12.—Solicitor, D. M'Millan, Esq., London.
- Streatham.—Four Freehold Residences; let at £133.
- Streatham.—Two Leasehold Villas; value £45; 67½ years; ground-rent, £12.—Solicitors, Messrs. Gedge, Kirby, & Millett, London.
- Streatham.—Weekly House £31; lease 71½ years; ground-rent, £4 10s.—Solicitors, Messrs. Hogan & Hughes, London.
- Kennington.—Weekly Property producing £113; lease 65 years; ground-rent, £5 10s. Solicitors, Messrs. Biddell, Valzey, & Smith, London. Country Residence 1½ miles from Hendon Railway Station; Double-fronted Residence; 10 rooms; with garden and grounds of ½ an acre; let at £30; lease 99 years.—Solicitor, C. H. Barham, Esq., London.
- Brixton.—Four Houses of 10 rooms, rental £40 each; lease 99 years; ground-rents, £8.
- Walworth.—Six rooms; let at £26; lease, 49 years; ground-rent, £3 15s.
- Brixton Hill.—Freehold Residence; 10 rooms; garden and lawns. Solicitors, Messrs. Tampil, Taylor, & Joseph, London.
- (See advertisement, this week, page 5.)
- May 19.—Messrs. SIMMONS & SONS, at the Mart, at 2, Four Freehold Residences in Euston-road; ground-rents £30 until 1902; rack-rents estimated at £300 per annum. Freehold corner block of Shop Property; let at rents amounting to £118. Freehold corner House and Shop; let at £45. Two Freehold Residences let at £40 each. Solicitors, Messrs. Wood & Sons, London.
- St. Pancras.—Freehold Ground-rents, amounting to £679 10s. per annum, with reversion in 30 to 39 years to rack-rents of about £3,800, secured upon Houses in Somers Town. Solicitors, Messrs. Wood & Sons, London.
- Notting Hill-gate, Kensington.—Valuable Freehold Ground-rents, amounting to £67 10s., with reversion to rack-rents in 1949, secured upon Properties in Kensington. Solicitors, Messrs. Marsden & Son, London.
- Walworth.—Freehold Ground-rent of £45 per annum, secured upon nine Houses in Walworth; rack-rents amount to about £200.—Solicitors, Messrs. Marsden & Son, London.
- (See advertisements, June 7, p. 3.)
- May 19.—Messrs. C. C. & T. MOORE, at the Mart at 2, Freehold and Leasehold Ground-rents amounting to £1,000 per annum, secured upon Property in Wandsworth, including the fully-licensed Public-house called the Surrey Hounds, and many dwelling houses, shops, &c. Solicitors, Messrs. Wade, Wix, & Wade, Dunmow, Essex. (For fuller particulars see advertisement May 7, p. 484.)

RESULT OF SALES.

- MESSRS. DOUGLAS YOUNG & Co., sold on May 4 all the 54 Freehold Building Plots at Thames Ditton. The frontages averaged 50 feet.
- MESSRS. C. C. & T. MOORE, sold on Thursday: Freehold Ground-rent of £40, secured on weekly property in Stepney, for £1,200, being 30 years' purchase; four Freehold Shops, £460, each, let at £28 each; a Residence in Stoke Newington, £1,000; a House in Leman-street, for £1,330; 9, Great Prescott-street, Minorities, £1,700.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, May	Mr. Farmer	Mr. Beal	Mr. Rolt
Tuesday	King	Leach	Godfrey
Wednesday	Farmer	Beal	Rolt
Thursday	King	Leach	Godfrey
Friday	Farmer	Beal	Rolt
Saturday	King	Leach	Godfrey
Mr. Justice KREWHON.			
Mr. Justice BOMER.			
Mr. Justice BYRNE.			
Monday, May	Mr. Jackson	Mr. Pemberton	Mr. Pugh
Tuesday	Carrington	Ward	Lavie
Wednesday	Jackson	Pemberton	Pugh
Thursday	Carrington	Ward	Lavie
Friday	Jackson	Pemberton	Pugh
Saturday	Carrington	Ward	Lavie

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATHLETIC CHRONICLE CO., LIMITED.—Creditors are required, on or before June 21, to send in their names and addresses, and the particulars of their debts or claims, to William Needham, 4, Hillyer avenue, Liverpool. Jackson, Liverpool, solr to liquidator

- AWTHORTH COLLIERY CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to Edward Ebenezer Price, 99, Cheapside
- COASTING AND CONTINENTAL STRAMSHIP CO., LIMITED.—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to William N. Sawyer, 4, New London st.
- HANWANS (SIR JOHN FORRESTER) GOLD MINES, LIMITED.—Creditors are required, on or before Wednesday, June 1, to send their names and addresses, and particulars of their debts or claims, to Julius Wilson, Hetherington Byrnes, 51, Gracechurch st. Shirley Parker, Blomfield st, solr for liquidator
- HUMBER ICE AND COAL CO., LIMITED.—Ptn for winding up, presented May 2, directed to be heard on May 15 Surman & Quekett, 35, Lincoln's inn fields, agents for S J Fieldman, Hull, solr for ptnr Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- JAMES TUCKER, LIMITED.—Ptn for winding up, presented May 2, directed to be heard on May 18 Beaumont & Son, 7, St Winchester st, solr for ptnr Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- LUCKY GUS GOLD MINES, LIMITED.—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Monk, 19, Great Winchester st. G. & W. Webb, 39, New Broad st, solrs to the liquidator
- "MARDY" STEAMSHIP CO., LIMITED.—Creditors are required, on or before Friday, June 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Morley, 1, Canal terr, Newport, Mon. Williams & Co, Newport, Mon, solrs for liquidator
- METROPOLITAN AND PROVINCIAL STORES, LIMITED.—Creditors are required, on or before June 11, to send their names and addresses, and the particulars of their debts or claims, to J. Robb Whamond, 3, Crown ct, Old Broad st. Francis & Johnson, 26, Austin-friars, solrs for liquidator
- STAFFORD CYCLE MANUFACTURING CO., LIMITED.—Creditors are required, on or before June 14, to send their names and addresses, and particulars of their debts or claims, to Thomas Timme, 3, Newman's ct, Cornhill
- STERN NEWSPAPER CO., LIMITED.—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to Walter Pickering, 21, Bevis Marks. Sugden & Harford, Ironmonger lane, solrs for the liquidator
- VICTORIA BOOT AND SHOE MANUFACTURING SOCIETY, RUHRDEK, NORTHAMPTONSHIRE, LIMITED.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Edwin Playster Steeds, 20, Friar lane, Leicester
- WEST AUSTRALIAN JOINT STOCK TRUST AND FINANCE CORPORATION, LIMITED.—Ptn for winding up, presented May 2, directed to be heard May 18. Spyer & Sons, 53, New Broad st, solrs for the ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- WEST AUSTRALIAN LOAN AND GENERAL FINANCE CORPORATION, LIMITED.—Ptn for winding up, presented May 2, directed to be heard on May 18. Spyer & Sons, 53, New Broad st, solrs for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- W. H. HUTCHINSON & SONS, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to William Clifton, Nottingham, solr

London Gazette.—TUESDAY, May 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- B DUBOWSKI & SONS, LIMITED.—Ptn for winding up, presented May 5, directed to be heard on May 18 Piesse & Son, 15, Old Jewry chhrs, solrs for ptnrs Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- EDISON-BELL PHOTOGRAPH CORPORATION, LIMITED.—Creditors are required, on or before June 8, to send their names and addresses, and particulars of their debts or claims, to David Johnstone Smith, 149, West George st, Glasgow. Ashurst & Co, 17, Throgmorton avenue, solrs for liquidator
- GREAT BRIDGE IRON AND STEEL CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William Arnott Baxter, Firs, Stourbridge. Sanders & Parish, Birmingham, solrs for the liquidator
- INDUSTRIAL INVENTIONS DEVELOPMENT CO., LIMITED.—Ptn for winding up, presented May 9, directed to be heard May 18. Snell, Sons, & Greenip, 1 and 2, George st, Mansion House, solrs for the ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- JOHN WILD & CO., LIMITED AND REDWOOD (Falcon Iron Works, Oldham).—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 22, Booth st, Manchester. Rowbotham, Oldham, solr to liquidator
- SWADLINOTHE GAS AND COKE CO., LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to John Haines Nicholls, Leicestershire Banking Co, Swadlinote, near Burton on Trent, Bank Manager. Argyle & Sons, Tamworth, solrs for liquidator
- SYREN NEWSPAPER CO., LIMITED.—Ptn for winding up, presented May 9, directed to be heard on Wednesday, May 18. Riddell & Co, 9, John st, Bedford row, solrs for ptnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17
- WEST AUSTRALIAN EL DORADO SYNDICATE, LIMITED.—Creditors are required, on or before June 30, to send in their names and addresses, and the particulars of their debts or claims, to Alexander George Hog, 79, Gracechurch st
- WESTRALIA, LIMITED (IN LIQUIDATION).—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Mayo & Co, 10, Drapers' gdns, solrs for the liquidators
- WEST HAMP EXPLORATION CO., LIMITED.—Ptn for winding up, presented May 5, directed to be heard on May 18 Travers & Co, 4, Throgmorton avenue, solrs for ptnrs Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 17

FRIENDLY SOCIETIES DISSOLVED.

- GOLD MINERS' LODGE, G.U.O.O.T. SOCIETY, Gold Miners' Arms, Newbold, Littlemoor, near Chesterfield, Derby. May 4
- TALISMAN-AB-LODGE OF TRUE IVORITES FRIENDLY SOCIETY, Rhyd-y-Blew, Beaufort, Brecon. April 27
- WIDOW AND ORPHANS' INSTITUTION OF THE PRESTON DISTRICT OF THE U. O. FREE GARDENERS' SOCIETY, Burns Hotel, North rd, Preston, Lancs. May 4
- WORKING MAN'S PROTECTION LODGE OF UNITED FREE GARDENERS' SOCIETY, Burns Tavern, North rd, Preston, Lancs. May 4

CREDITORS' NOTICES.

UNDER 22 & 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 29.

- GILL, JOHN, South Moulton, Devon May 31 J T Shapland & Son, South Moulton
- GOTHORPE, FRANCIS, Saxby, Lincoln May 31 Page & Padley, Market Rasen
- GREATHEAD, MARY ELIZABETH HARRIS, Chester st, Grosvenor pl May 25 Hopgoods & Downson, Spring gdns
- GURRY, AMBROSE, Wonford House, nr Exeter May 31 Lettis Bros, Bartlett's bldgs

HALE, ANNE, Red Hill, Surrey June 15 Oliver, Corbet court, Gracechurch st
 HANSON, MRS ANN, East Molesey, Surrey June 1 Cann & Son, Gracechurch st
 HARVEY, THOMAS, Woodnesborough, nr Sandwich, Farmer June 15 Waterman, Lombard st
 HOLDWAY, CAROLINE LEAL, King sq, Goswell rd May 14 Timbrell & Deighton, King William st
 HUDSON, ARTHUR, Leeds, Innkeeper June 4 Markland & Co, Leeds
 JEFFERSON, ELIZA, Hensingham, nr Whitehaven June 1 Thompson, Whitehaven
 JENKINS, EDGAR FRANCIS, Doctors' commons, Solicitor June 1 Brooks & Co, Goddman st
 KERHAW, WILLIAM, Hull, Insurance Agent June 14 Gale, Hull
 KIRKHAM, SAMUEL, Newton le Willows, Lancs, Master Carter June 11 Browne, Warrington
 KIRTON, MARY ANN, Stanstead, Essex May 26 Robins & Co, Lincoln's inn fields
 KNIGHT, JAMES, Seaton, Devon June 28 Stamp & Co, Honiton
 LAVER, ROBERT, Newton Abbot, Devon, Butcher June 24 Baker & Co, Newton Abbot
 LEE, MARY ANN, Bormondsey May 13 Snow & Co, St St Thomas Apostle
 LLOYD, FREDERICK RICHARD, Gunnersbury May 26 Crosse & Sons, Lancaster pl, Strand
 MACDONELL, JOHN RANDAL, Wandsworth June 9 Upton & Co, Austin Friars
 MATTHEWS, HENRY, Hereford, Dentist May 21 Lambs & Stephens, Hereford
 MORRIS, JANE CRESWELL, Grappenhall, nr Warrington June 4 Brown, Warrington
 MYERS, JAMES SKYES, Moortham, York, Ironmonger June 25 Laycock & Co, Huddersfield
 NAYLOR, LOUISA, York Cottage, Hadley June 1 Waterhouse & Co, New ct, Lincoln's inn
 PARSONS, WILLIAM LAMBLE, Brixton, Warehouseman May 31 Ursula Parsons, c/o Mrs Branford, Madeley Wood, Iron Bridge, Salop
 PATERSON, WILLIAM, Sydenham June 18 Minchin & Co, Laurence Pountney ln
 PORTER, ARTHUR, Newington Causeway, Wholesale Stationer June 8 Badham & Williams, Salter's Hall ct
 POWELL, THOMAS, Plumstead May 27 Hubert Smith, Fenchurch bldgs
 PRIESTLEY, SAMUEL PANTON WYNN, Cricketh, Carnarvon June 3 Carter & Co, Bangor
 PUXON, EDWARD WILLIAM, Finch ln, Stock Jobber May 31 Burn & Berridge, Old Broad st
 RHEEDER, EMMA, Cadogan sq May 21 Child & Child, Sloane st
 RICKETTS, MARY ELIZABETH, Leamington June 1 Wright & Hassalls, Leamington
 ROBSON, CECILIA SOPHIA, Torquay June 1 Hamlyn, Torquay
 ROBSON, JAMES WILLIAM, Clapham June 7 Stevens & Co, Queen Victoria st
 SAVILLE, ALFRED EDWARD, Southport May 18 J H Peters & Orme, Manchester
 SAYER, EDWARD, J.P. June 30 Freeman & Son, Foster ln, Chesapeake
 SHARP, WILLIAM, Albert gate, Hyde Park June 1 Dowson & Co, Surrey st
 SHAWCROSS, ELIZABETH, Denton, Lancs May 28 Bostock, Hyde
 SHEPHERD, JOHN, Birmingham May 28 W J Burman & Rigbey, Birmingham
 SILCOCK, AMY, Bolton May 31 Hodgkinson, Bolton
 SINGER, ALFRED, Leatherhead, Surrey June 6 Baileys & Co, Berners st
 SQUIRE, JAMES, Surbiton, Surrey June 1 Palmer, Seymour st
 ST JOHN, CHARLES LOUIS, New Orleans, U.S.A. June 10 Raddiffe & Co, Craven st
 STEPHENSON, JAMES ANDERSON, Highbridge, Somerset, Dairy Expert May 16 Baty & Fisher, Exham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, MAY 6.

RECEIVING ORDERS.

ANDREWS, J.T., Gracechurch st High Court Pet Jan 18 Ord May 3
 ARNETT, HENRY, Llanmallet, Glam, Licensed Victualler North Pet May 3 Ord May 3
 BLUNT, PETER WILLIAM PELLIER, Sheerness Plymouth Pet April 13 Ord May 4
 BROWN, JOSEPH, Croydon, Butcher Croydon Pet April 14 Ord April 26
 CARMICHAEL, JAMES JEFFERY SMITH, Worcester, Baker Worcester Pet April 19 Ord April 30
 CLOUDALK, JOSEPH, Kendal, Licensed Victualler Kendal Pet May 3 Ord May 3
 COLSON, HARRY, Eastbourne, Baker Eastbourne Pet May 4 Ord May 4
 CROCKER, ARCHIBALD GEORGE, Cannington, Somerset, Timber Merchant Bridgwater Pet May 3 Ord May 3
 DEINKWATER, WILLIAM EDWIN ALEXANDER, Devonport, Photographer Plymouth Pet May 4 Ord May 4
 EADES, ALBERT, Morice Town, Devonport, Licensed Victualler Plymouth Pet May 2 Ord May 2
 ELIAS, WILLIAM, Abercrom, Mon Newport, Mon Pet May 3 Ord May 3
 ESTERIDGE, WILLIAM, Wolverley, Worcesters, Grocer Kidderminster Pet May 3 Ord May 3
 FADDT, W.F. INNES, Notting-hill, Financial Agent High Court Pet March 31 Ord May 4
 HAVILAND, EDWARD JOHN, West Hackney, Leather Agent High Court Pet March 24 Ord April 29
 HENDERSON, RICHARD, Kingston upon Hull, Labourer Kingston upon Hull Pet May 4 Ord May 4
 HOLDEN, MARY ELIZABETH, Brighouse, Yorks, Milliner Halifax Pet May 2 Ord May 2
 HUNTER, THOMAS, Warrington, Stationer Warrington Pet April 21 Ord May 3
 JONES, DANIEL, Treherbert, Glam, Insurance Agent Pontypridd Pet May 3 Ord May 3
 JONES, HENRY, Crickhowell, Brecons, Grocer Tredegar Pet May 3 Ord May 3
 JONES, HENRY WILLIAM, Brighton Brighton Pet April 16 Ord May 2
 KELLY, WALTER, Oldham, Locksmith Oldham Pet May 4 Ord May 4
 LANDON, CORDILIA WARDE, Covent Garden High Court Pet April 21 Ord May 4
 LAY, ADAMS, Kilburn High Court Pet April 14 Ord May 4

LEWIS, W REED, Bedford, Company Promoter Bedford Pet May 2 Ord May 3
 LOWE, WILLIAM, JUD, Warrington, Carver Warrington Pet April 21 Ord May 3
 MADDOCKS, WILLIAM ARTHUR, Cadoxton juxta Barry, Glam, Grocer Cardiff Pet May 3 Ord May 3
 MOSKHOUSE, CHARLES EDWIN, Parliament st, Company Promoter High Court Pet April 14 Ord May 4
 NICCOLLS, THOMAS, Barnby Moor, Yorks, Cattle Dealer York Pet May 3 Ord May 3
 PARVIN, SUSANNA, Bolton, Music Dealer Bolton Pet May 3 Ord May 3
 PEARCE, ARTHUR, Wimbledon, Provision Dealer Wandsworth Pet May 4 Ord May 4
 RAMSON, HENRY STARLING, Holt, Norfolk, Solicitor Norwich Pet May 3 Ord May 3
 RYNGOLD, HARRY WILLIAM, Leiston, Suffolk, Jeweller Ipswich Pet April 19 Ord April 30
 RIDGLEY, ALFRED, Menstham, Surrey, Stationer Croydon Pet May 2 Ord May 2
 SMITH, ALBERT, Parliament st, Company Promoter High Court Pet April 14 Ord May 2
 STICKINGS, WILLIAM, Leyton, Leather Merchant High Court Pet May 4 Ord May 4
 THOMAS, FRANCIS ALBERT, Bristol, Commission Agent Bristol Pet May 4 Ord May 4
 TABELLUS, ERNEST, Cardiff Cardiff Pet April 28 Ord May 2
 VINE, FRANCIS, Southampton, Master Stevedore Southampton Pet April 7 Ord May 2
 WARDLE, JOHN, Manchester, Merchant Manchester Pet May 3 Ord May 3
 WARRING, HERBERT CHARLES, Bristol, Advertising Agent Bristol Pet May 3 Ord May 3
 WATSON, H & G, King William st, Stockbrokers High Court Pet March 17 Ord April 5
 WELBURN, CHARLES EDWARD, South Otterington, nr Northallerton, Farmer Northallerton Pet May 2 Ord May 2
 WOOD, JAMES LAIDLAW, Stamford, Lincs, Gunmaker Peterborough Pet May 4 Ord May 4
 WRIGHT, EDWARD JOHN, and ARTHUR WILLIAM ARNUP, Line st square, Printers High Court Pet April 6 Ord April 27

FIRST MEETINGS.

ANDREWS, FREDERICK GEORGE, Northampton, Leather Seller May 16 at 3 Off Rec, County Court bldgs, Sheep st, Northampton
 ASHFORD, THOMAS, Pelsall, Staffs, Miner May 17 at 11.30 Off Rec, Walsal

STEVEN, OSWALD, Leamington Spa, Warwick, Saddler June 3 Overall & Son, Leamington, Spa
 STEWART, ALEXANDER GEORGE JOHN, New South Wales June 13 Burch & Co, Spring gardens
 STONE, JOHN, Bury, Pork Butcher June 1 Isherwood, Haywood
 SWATNE, WALTER THOMAS, Glastonbury, Somerset, Solicitor June 5 Swayne & Gould, Glastonbury
 TATTERSALL, EDMUND, South Kensington, Auctioneer June 9 Baileys & Co, Berners st
 THOMPSON, FRANCIS MARY, Hammersmith May 28 Stobell & Chaplin, Queen st
 VAUGHAN, WILLIAM, Newport, Mon June 1 Wade & Son, Newport
 WADE, THE REV THOMAS, Caterham Valley, Surrey June 6 Baileys & Co, Berners st

London Gazette.—TUESDAY, MAY 8.

ARCHER, JOHN CHARLES, Marston on Dove, Derby, Farmer June 15 Stone, Derby
 ARCHER, SOPHIA ANN, Oxford June 24 Walsh & Son, Oxford
 ARNOLD, BENJAMIN, Petworth, Sussex, Stationer May 23 Brydon & Pittfield, Petworth
 ANDERTON, TERESA, Leigh, Lancs June 25 Holden & Holden, Bolton
 ASHWORTH, EMMAUEL, Accrington May 27 Haworth & Broughton, Accrington
 AVERY, LUCY ANNE, Torquay May 25 Piasent & Co, Birmingham
 BALDWIN, HENRY WILLIAM, Hinderclay, Suffolk, Farmer May 30 Partridge & Wilson, Bury St Edmunds
 BARNELEY, ELIZABETH ANNIE, Dodworth, nr Barnsley, York June 8 Laycock, Sheffield
 BIRLEY, ROBERT, Hulme, Manchester May 13 A & G W Fox, Manchester
 BLACKBURN, BAILEY, Otley, York June 1 Gardiner & Jeffery, Bradford
 BOLDING, ELIZABETH, Kingston on Thames June 1 Beattie, London Wall
 BOND, WILLIAM, Bishop's Lydeard, Somerset, Yeoman May 6 Kite & Broomhead, Taunton
 BROWN, SARAH, Darley Abbey, Derby, Housekeeper June 1 Bellhouse, Manchester
 CASSELL, HANNAH MARY, Stockwell June 1 Davidson & Morris, Queen Victoria st
 CHRISTIE, ROBERT, South Shields, Innkeeper May 25 Davidson, South Shields
 CLARK, JOHN, Elizabeth Bay, nr Sydney, New South Wales May 31 St Barbe & Co, Delahay st
 COOK, ROBERT HORATIO NELSON, Newcastle upon Tyne, Paint Manufacturer June 18 Robert Brown & Son, Newcastle upon Tyne
 CROOK, WILLIAM, Beacroft, nr Melksham, Wilt May 18 Beaven & Compton, Bradford
 DERRIMAN, SAMUEL HOSKINS, South Kensington June 1 Lewis & Co, Southampton st, Strand
 DOWNER, THOMAS, Sideup, Kent May 28 G W Dummott & Son, Gresham st
 FORMAN, HANRIET, Littleport, Cambridge June 4 Archer & Son, Ely
 FRANKLIN, CHARLES, Nottingham June 1 Eking & Wyles, Nottingham
 FROST, JOHN, Brent Knoll, Somerset, Farmer June 4 Wm Smith & Sons, Weston super Mare
 FYLE, HENRY, Old Jewry, Civil Engineer June 7 Beal & Payne, Budge row
 WHITE, WILLIAM, Accrington May 27 Haworth & Broughton, Accrington
 WILD, JOSEPH, Bramhall, Chester May 31 Sidebotham & Sidebotham, Stockport
 WRIGHT, FRANK, Wellingborough June 8 Burnham & Co, Wellingborough
 YOUNG, FREDERICK, Newton Heath, nr Manchester May 31 Cooper, Manchester

BALDREY, HENRY SHARMAN, Holt, Norfolk, Confectioner May 14 at 12 Off Rec, 8, King st, Norwich
 BALHATCHER, CHARLES, Plymouth, Oil Merchant May 15 at 3 6, Athenium ter, Plymouth
 BATES, WALTER THOMAS, Aisle, Norfolk, Watchmaker May 14 at 12.30 Off Rec, 8, King st, Norwich
 BOTTING, WILLIAM, Stowupland, Suffolk, Butcher May 26 at 2 Angel Hotel, Bury St Edmunds
 CLARK, JOHN WILLIAM, Northampton, Picture Frame Maker May 16 at 12.30 Off Rec, County Court bldgs, Sheep st, Northampton
 CHORIST, WALTER, Kendal, Innkeeper May 18 at 1.30 County Court house, Whitehaven
 CROCKER, ARCHIBALD GEORGE, Cannington, Somerset, Timber Merchant May 14 at 11 W R Tamlyn, High st, Bridgwater
 CRUIKSHANK, WILLIAM CHARLES, Norwich, Paper Hanger May 14 at 1 Off Rec, 8, King st, Norwich
 DAVIES, DAVID THOMAS, Abertillery, Mon, Grocer May 16 at 12 65, High st, Merthyr Tydfil
 DAVIS, FREDERICK WILLIAM, Stoke, nr Grindelford, Derby, Electro plate Manufacturer May 13 at 2.30 Off Rec, Fytro in, Sheffield
 DIGHT, ALFRED JAMES SHORE, Blackheath May 13 at 11.30 23, Railway app, London bldg
 EADES, ALBERT, Morice Town, Devonport, Licensed Victualler May 16 at 3 6, Athenium ter, Plymouth
 EAST, FRANCIS JOHN, Gunthorpe, Notts, Farmer May 13 at 12 Off Rec, Castle pl, Park st, Nottingham
 EVANS, JOHN, Bridgend, Glam, Hotel Proprietor May 17 at 11.30 Off Rec, 29, Queen st, Cardiff
 FURLING, DAVID, Camberwell rd, Baker May 13 at 12 Bankruptcy bldgs, Carey st
 GEORGE, CHARLES HENRY, Briggate, Leeds, Commission Agent May 16 at 11 Off Rec, 21, Park row, Leeds
 GRIFFITHS, SARAH, Milson, Cumberland, Grocer May 18 at 1 County Court house, Whitehaven
 HADFIELD, THOMAS, Rotherham, York, Hay Dealer May 13 at 2 Off Rec, Fytro in, Sheffield
 HAVILAND, EDWARD JOHN, West Hackney, Leather Agent May 13 at 12 Bankruptcy bldgs, Carey st
 HICKS, CHARLES CLEMENTS, Waterlooville, Hants May 13 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 HOLDEN, MARY ELIZABETH, Brighouse, Yorks, Milliner May 17 at 11 Off Rec, Townhall chambers, Halifax
 HUNTER, THOMAS, Warrington, Stationer May 13 at 11.30 Off Rec, Byron st, Manchester
 LSWETT, JOSEPH THOMAS, Wolverhampton May 16 at 11.30 Off Rec, Wolverhampton

- JACKSON, WILLIAM, Manchester, Drysalter May 13 at 2.30 Off Rec, Byrom st, Manchester
- JAMES, GEORGE, Jun, Healey, Staffs, Meat Salesman May 13 at 12 Off Rec, King st, Newcastle under Lyne
- LEACH, JAMES, Ashton under Lyne May 13 at 2.30 Off Rec, Byrom st, Manchester
- LEWIS, WILLIAM REED, Bedford, Company Promoter May 17 at 10.30 Off Rec, 14, St Paul's sq, Bedford
- NICHOLLS, THOMAS, Barnby Moor, nr Pocklington, York, Cattle Dealer May 13 at 12.15 Off Rec, 23, Stonegate, York
- PARRIS, ISAAC, Islington, Builder May 13 at 2.30 Bankruptcy bldg, Carey st
- PARVIN, SUSANNA, Bolton, Music Dealer May 13 at 3 16, Wood st, Bolton
- PEDDER, ARTHUR WILLIAM, Luton, Bedford, Straw Hat Manufacturer May 13 at 3.30 Chamber of Commerce bldg, 53, George st, Luton
- RICHARDS, JOHN SAMUEL, Nottingham, Timekeeper May 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
- ROBINSON, THOMAS, Scarborough, Innkeeper May 13 at 11.30 Off Rec, 74, Newborough, Scarborough
- ROOSES, FREDERICK, Bury St Edmunds, Tailor May 13 at 12.30 Angel Hotel, Bury St Edmunds
- SANDERS, HAYDN, Rotherham, Advertising Contractor May 17 at 2 Off Rec, Figtrees ln, Sheffield
- SEWELL, CHARLES, Ashton under Lyne, Journeyman Clogger May 17 at 2.30 Off Rec, Byrom st, Manchester
- SINGLETON, HUGH RAWSON, Leamington May 13 at 12 Off Rec, 17, Hertford st, Coventry
- SMITHURST, ALFRED WILLIAM STEPHEN, Stretford, Lancs, Flour Dealer May 13 at 3 Off Rec, Byrom st, Manchester
- SWINDLEBURST, SAMUEL, Birtown in Furness, Hatter May 13 at 11.30 Off Rec, 16, Cornwallis st, Birtown in Furness
- VINE, FRANCIS, Southampton, Master Stevedore May 13 at 3 Off Rec, 172, High st, Southampton
- WALTERS, JOHN, and JOHN JONES, Osmore Vale, Glam, Builders May 17 at 11 Off Rec, 29, Queen st, Cardiff
- WAPLINGTON, EDWARD, Mexborough, Colliery Banksmen May 17 at 2.30 Off Rec, Figtrees lane, Sheffield
- WARDLE, JOHN, Manchester, Merchant May 13 at 12 Off Rec, Byrom st, Manchester
- WATSON, CHARLES, and JAMES BAXTER, Huddersfield, Dyers May 16 at 12 Off Rec, 19, John William st, Huddersfield
- WHITE, ARTHUR, Leicester, Boot Manufacturer May 13 at 12.30 Off Rec, 1, Berridge st, Leicester
- WILLIAMS, JAMES, Harrow in Furness, Dock Gateman May 13 at 12 Off Rec, 16, Cornwallis st, Birtown in Furness
- WOOD, CORNELIUS, sen, Walsall, Coal Dealer May 17 at 11 Off Rec, Walsall
- WOODMAN, ROBERT PILCHER, Sandgate, Kent, Butcher May 13 at 10.30 Off Rec, 73, Castle st, Canterbury
- Amended notice substituted for that published in the London Gazette of May 3:
- OLDRIED, THOMAS, Thornton, York, Farmer May 13 at 12.15 Off Rec, 23, Stonegate, York
- ADJUDICATIONS.
- ALBERT, JAMES, Pwllpant, Glam, Collier Cardiff Pet April 4 Ord May 2
- BRENDT, HENRY, Goswell rd, Clock Manufacturer High Court Pet March 14 Ord May 3
- BROOK, FREDERICK JOHN, Longton, Staffs, Joiner Stocks upon Trent Pet April 16 Ord May 3
- BROOKMAN, WILFRED FRANCIS, Kensington, Solicitor High Court Pet Feb 3 Ord May 3
- BURSALL, ERNEST CURTIS, Fenchurch st High Court Pet Feb 22 Ord May 3
- CANAPATA, PETER, Sutherland avenue, Harrow rd, Commission Agent High Court Pet Sept 3 Ord May 3
- CHORLEY, WALTER, Kendal, Innkeeper Whitehaven Pet April 14 Ord May 4
- CLOUDDALE, JOSEPH, Kendal, Licensed Victualler Kendal Pet 3 Ord May 3
- COATES, JOHN, Bradford, Yarn Merchant Bradford Pet March 23 Ord May 3
- CROCKER, ARCHIBALD GEORGE, Cannington, Somerset, Timber Merchant Bridgwater Pet May 3 Ord May 3
- DALBY, JOHN KIRBY, Market Harborough, Leicester, Pawnbroker Leicester Pet March 18 Ord May 2
- DRINKWATER, WILLIAM EDWIN ALEXANDER, Devonport, Photographer Plymouth Pet May 4 Ord May 4
- EADEN, ALBERT, Morice Town, Devonport, Licensed Victualler Plymouth Pet April 14 Ord May 3
- ELIAS, WILLIAM, Abercrombie, Coal Agent Newport, Mon Pet May 3 Ord May 3
- EVERIDGE, WILLIAM, Wolverley, Worcesters, Grocer Kidderminster Pet May 2 Ord May 2
- EVERETT, GEORGE EDWARD, Birmingham, Auctioneer Birmingham Pet March 12 Ord April 28
- FRASER, ALEXANDER, Primley, nr Farnborough, Grocer Guildford Pet March 23 Ord May 3
- GROVES, ARTHUR COURTNEY JAMES, and ELIZABETH ANN GROVES, Southwick, Sussex, Builders Brighton Pet April 6 Ord May 2
- HENDERSON, RICHARD, Kingston upon Hull, Labourer Kingston upon Hull Pet May 4 Ord May 4
- HOLDEN, MARY ELIZABETH, Brighouse, Yorks, Milliner Halifax Pet May 2 Ord May 2
- HOLLOWAY, LEMUEL HOLMES, Birmingham, Carpenter Birmingham Pet April 21 Ord April 23
- HOSKES, CHARLES, Harold Wood, Essex, Footnote Manufacturer High Court Pet March 1 Ord May 2
- HUGH, MARTHA, Loughborough, Draper Leicester Pet March 21 Ord April 3
- HOUSEHILL, GEORGE COLLINS, Queen Victoria st, Merchant High Court Pet March 22 Ord April 3
- HUGGASTON, ANNE, Westmorland? Kendal Pet March 10 Ord May 4
- JONES, DANIEL, Teherbert, Glam, Insurance Agent Pontypool Pet May 3 Ord May 3
- JONES, HENRY, Cichowell, Brecons, Grocer Tredegar Pet May 3 Ord May 3
- JONES, HENRY WILLIAM, Brighton Brighton Pet April 15 Ord May 4
- KELLY, WALTER, Oldham, Locksmith Oldham Pet May 4 Ord May 4
- LEWIS, JOHN BERTHEAN, Liverpool, Provision Dealer Liverpool Pet April 22 Ord May 3
- MADDOCKS, WILLIAM ARTHUR, Cadroxton juxta Barry, Glam, Grocer Cardiff Pet May 3 Ord May 3
- NICHOLLS, THOMAS, Barnby Moor, York, Cattle Dealer York Pet May 3 Ord May 3
- PARRIS, ISAAC, Islington, Builder High Court Pet March 12 Ord April 30
- PARVIN, SUSANNA, Bolton, Music Dealer Bolton Pet May 3 Ord May 3
- PEARCE, ARTHUR, Wimbledon, Provision Dealer Wandsworth Pet May 4 Ord May 4
- QUESTED, WILLIAM RICHARD, Shrewsbury rd, Stonebridge Park, Builder High Court Pet March 10 Ord April 30
- RAYSON, HENRY STABLEING, Holt, Norfolk, Solicitor Norwich Pet May 2 Ord May 3
- SAWDAY, HENRY PHILIP, South Kensington, Hotel Proprietor High Court Pet Feb 21 Ord May 2
- SHEPPARD, HENRY JAMES, Bedford, Florist Bedford Pet March 25 Ord April 30
- SINGLETON, HUGH RAWSON, Leamington Warwick Pet April 23 Ord May 4
- TRER, CHARLES L, Fimlico High Court Pet Jan 23 Ord April 30
- VINE, FRANCIS, Southampton, Master Stevedore Southampton Pet April 7 Ord May 4
- WARDLE, JOHN, Manchester, Merchant Manchester Pet May 3 Ord May 3
- WELBURN, CHARLES EDWARD, 8 Otterington, nr Northallerton, Farmer Northallerton Pet May 3 Ord May 3
- WHITTON, CHARLES ROGER, Nantwich, Commission Agent Nantwich Pet April 23 Ord May 4
- WOOD, JAMES LAIDLAW, Stamford, Lincs, Gunmaker Peterborough Pet May 4 Ord May 4
- ADJUDICATION ANNULLED.
- MIDGLEY, JESSOP, Savile Town, nr Dewbury, out of business Dewbury Adjud Feb 3, 1890 Annual April 98
- London Gazette.—TUESDAY, May 10.
- RECEIVING ORDERS.
- BAIRES, SUSAN ANN, Plymouth Plymouth Pet May 7 Ord May 7
- BEHREMAN, ISAAC, Sunderland, Clothier Sunderland Pet March 12 Ord May 5
- BIRKETT, GEORGE, Blackburn, Commission Agent Preston Pet May 6 Ord May 6
- BROOKS, JAMES WILLIAM, Lye, Stourbridge, Trunk Manufacturer Stourbridge Pet April 25 Ord May 5
- CHALON, HENRY, Kensington, Restaurant Keeper High Court Pet May 5 Ord May 5
- CROAGER, THOMAS H, Chancery ln, Public house Valuer Edmonton Pet March 17 Ord May 5
- CROSS, FREDERICK, JAMES, Southwark, Hat Manufacturer High Court Pet May 5 Ord May 5
- DAVIES, DANIEL, Pontypool, Butter Merchant Pontypool Pet May 7 Ord May 7
- DAVIS, JACOB, Leeds Leeds Pet May 5 Ord May 5
- DONE, EDWARD JOSEPH, Newport, Mon, Physician Newport, Mon Pet May 7 Ord May 7
- DROMGOOLE, HERBERT ALEXANDER, St Helen's, Lancs, Draper Liverpool Pet May 5 Ord May 5
- ESKINE, the Hon ALBANY, Piccadilly High Court Pet March 1 Ord May 6
- FACED, HENRY FREDERICK, Gutter lane, Cheapside High Court Pet April 20 Ord May 6
- FANE, FREDERICK A, Shaftesbury avenue High Court Pet March 26 Ord May 6
- FOX, SAMUEL CRANE, Upper Clapton High Court Pet April 15 Ord May 6
- FREW, FRANCIS, Wick, nr Littlehampton, Nurseryman Brighton Pet May 5 Ord May 5
- GRIEVE, ALFRED LANG, Wardrobe chambers, Stock Dealer High Court Pet April 19 Ord May 7
- GOLDSMITH, GEORGE, Croyborough, Sussex, Builder Tunbridge Wells Pet May 7 Ord May 7
- GRAVES, J H, Poplar, Tin Plate Worker High Court Pet April 15 Ord May 6
- HAWLEY, HERBERT, Walsall, Fancy Leather Worker Walsall Pet May 4 Ord May 4
- HETWOOD, JAMES, Haslingden, Lancs, Blackburn Pet April 18 Ord May 4
- HILLER, HENRY THOMAS, Upper Holloway High Court Pet May 6 Ord May 6
- HINDLE, ANDREW, Haslingden, Lancs, Clothmaker Blackburn Pet April 18 Ord May 4
- JONES, JOHN JENKIN, Tylorstown, Glam, Grocer Pontypool Pet May 4 Ord May 4
- KNIGHTS, ARTHUR, Swansea, Engineer Swansea Pet May 6 Ord May 6
- MCCNICOLL, H, Southport Liverpool Pet Feb 7 Ord May 2
- MARTIN, G BARNARD, Duke st, St James's High Court Pet April 15 Ord May 5
- MAWDITT, EDWARD HENRY, Kingsdown, Bristol, Builder Bristol Pet May 5 Ord May 5
- MORSE, CONRAD STONEY, Bristol, Fancy Stationer Bristol Pet May 5 Ord May 5
- NORL, FRANK, Plaistow, Essex, Builder Edmonton Pet April 6 Ord May 5
- OSWOD, ELLIS, Hindley, Lanes, Farmer Wigan Pet April 2 Ord May 5
- PARFITT, ALBERT, Kewham, Somerset, Coachbuilder Bristol Pet May 6 Ord May 6
- PEPPER, ROWLAND, Coventry, Clerk Coventry Pet May 6 Ord May 6
- PHILPOT, WILLIAM, Ludlow, Salop, Confectioner Leominster Pet May 7 Ord May 7
- PRICH, CHARLES, Leicester, Carpenter Leicester Pet May 6 Ord May 6
- RAND, HORATIO JAMES, Bolton Woods, Bradford Bradford Pet May 6 Ord May 6
- ROBINSON, GEORGE, Harrogate, Greengrocer York Pet May 6 Ord May 6
- ROUSELL, ROBERT, Merriott, Somerset, Implement Agent Yeovil Pet May 6 Ord May 6
- RYE, WILLIAM, Sheerness, Greengrocer Rochester Pet May 5 Ord May 5
- SANDWITH, GEORGE HENRY DUNLOP, Whitstable on Sea Canterbury Pet April 13 Ord May 5
- SLATER, WILLIAM, and HENRIETTA SLATER, Padham, Lanes, Cotton Manufacturers Burnley Pet May 3 Ord May 5
- SPROXTON, MARY ANN, Eastbourne, Florist Eastbourne Pet May 6 Ord May 6
- TATTERSALL, JAMES, Haslingden, Lancs, Insurance Agent Blackburn Pet April 18 Ord May 4
- TURNER, SAMUEL, Birmingham, Builder Birmingham Pet May 7 Ord May 7
- WALKER, PHILIP BROWN, Leeds, Grocer's Assistant Leeds Pet May 5 Ord May 5
- WARD, CHARLES, Newcastle on Tyne, Boot Maker Newcastle on Tyne Pet April 23 Ord May 6
- WHITELAW, ARTHUR J, Fimlico High Court Pet April 15 Ord May 5
- WIGLEY, A, & SON, Nottingham, Commission Agents Nottingham Pet April 15 Ord May 6
- Amended notice substituted for that published in the London Gazette of May 3:
- SEWELL, CHARLES, Ashton under Lyne, Journeyman Clogger Ashton under Lyne Pet April 30 Ord April 30
- FIRST MEETINGS.
- ANDREWS, J T, Gracechurch st May 17 at 11 Bankruptcy bldg, Carey st
- ARSTY, HENRY, Llanmallet, Glam, Licensed Victualler May 18 at 12 Off Rec, Alexandra rd, Swansea
- BATESON, WILLIAM, Edgbaston, Joinery Manufacturer May 18 at 11 174, Corporation st, Birmingham
- BROWER, OSCAR, Nottingham May 17 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
- CHALON, HENRY, Kensington, Restaurant Keeper May 19 at 12 Bankruptcy bldg, Carey st
- CROSS, FREDERICK JAMES, Southwark, Hat Manufacturer May 19 at 2.30 Bankruptcy bldg, Carey st
- DAVIES, ROBERT SAUNDERS, Fennemansw, Carnarvon, Watchmaker May 17 at 2.30 Crypt chambers, Eastgate row, Chester
- DEACON, EDWARD KING, Whitley, Reading, Professor of Music May 19 at 12 Queen's Hotel, Reading
- ELIAS, WILLIAM, Abercrombie, Mon, Coal Agent May 18 at 12.30 Off Rec, Westgate chambers, Newport, Mon
- ELLIS, ALFRED, Canton, Cardiff, Florist May 19 at 11.30 Off Rec, 29, Queen st, Cardiff
- ETHERIDGE, WILLIAM, Wolverley, Worcesters, Grocer May 17 at 2.45 John Nicholls, Auctioneer, Commercial bldg, Kidderminster
- FADDY, W F LINES, Notting hill, Financial Agent May 17 at 2.30 Bankruptcy bldg, Carey st
- FANE, FREDERICK A, Shaftesbury av May 19 at 11 Bankruptcy bldg, Carey st
- FURNAN, ANTHONY, Keswick, Cumberland May 17 at 2.30 Off Rec, 34, Fisher st, Carlisle
- GRIEVE, ALFRED LANG, Wardrobe chambers, Stock Dealer May 18 at 12 Bankruptcy bldg, Carey st
- GRAVES, J H, Poplar, Tin Plate Worker May 20 at 12 Bankruptcy bldg, Carey st
- HILLER, HENRY THOMAS, Upper Holloway May 20 at 1 Bankruptcy bldg, Carey st
- JACKSON, JAMES, Leeds, Cabinet Maker May 19 at 11 Off Rec, 22, Park row, Leeds
- JESSOP, JOSEPH ARTHUR, Ivegate, Bradford, Restaurant Proprietor May 18 at 11 Off Rec, 31, Manor row, Bradford
- JONES, HENRY WILLIAM, Portlaid, Sussex May 17 at 3 Senior Off Rec, 21, Railway app, London bldg
- LAWSON, CORNELIA WARD, Covent gdn May 20 at 2.30 Bankruptcy bldg, Carey st
- LEVY, ALOHA, Kilburn May 18 at 2.30 Bankruptcy bldg, Carey st
- MARTIN, G BARNARD, Duke st, St James's May 20 at 11 Bankruptcy bldg, Carey st
- MAWDITT, EDWARD HENRY, Kingsdown, Bristol, Builder May 18 at 12.45 Off Rec, Baldwin st, Bristol
- MORHOUSE, CHARLES EDWIN, Parliament st, Company Promoter May 18 at 11 Bankruptcy bldg, Carey st
- MORSE, CONRAD STONEY, Bristol, Fancy Stationer May 18 at 12.15 Off Rec, Baldwin st, Bristol
- NICOL, JOHN GLAVAN, Worcester, Glove Manufacturer May 20 at 11 Off Rec, 45, Copenhagen st, Worcester
- PARFITT, ALBERT, Kewham, Somerset, Coachbuilder May 18 at 11 Off Rec, Baldwin st, Bristol
- RIDDLE, ALFRED, Mertham, Surrey, Stationer May 18 at 11.30 24, Railway app, London Bridge
- ROBINSON, GEORGE, Harrogate, York, Greengrocer May 19 at 12.15 Off Rec, 23, Stonegate, York
- ROBINSON, JOHN, Leeds, Bricklayer May 19 at 11.30 Off Rec, 23, Park row, Leeds
- ROOSES, CHARLES, Old Kent rd, Butcher May 18 at 2.30 Bankruptcy bldg, Carey st
- RYE, WILLIAM, Sheerness, Greengrocer May 23 at 11.30 115, High st, Rochester
- SCOTT, JAMES BARNESEN, Pontypool, Confectioner May 18 at 12 Off Rec, Westgate chambers, Newport, Mon
- STILES, HARRY, Leeds, Hotel Keeper May 19 at 12 Off Rec, 22, Park row, Leeds
- THOMAS, FRANCIS ALBERT, Bristol, Wholesale Fruit Agent, May 18 at 12 Off Rec, Baldwin st, Bristol
- VINCENT, EDGAR JOHN, Waverley, Liverpool, Tea Merchant May 18 at 3 Off Rec, 33, Victoria st, Liverpool
- WALMAN, FRANCIS MAXIMILLIAN, Leeds, Fishing Tackle Manufacturer May 18 at 2 Off Rec, 174, Corporation st, Birmingham
- WARRING, HERBERT CHARLES, Bristol, Advertising Agent May 18 at 11.45 Off Rec, Baldwin st, Bristol
- WATSON, H & G, King William st, Stockbrokers May 18 at 12 Bankruptcy bldg, Carey st
- WELBURN, CHARLES EDWARD, South Otterington, nr Northallerton, Farmer May 17 at 1.15 Claxton's Depot Tavern, Thirsk, nr Thirsk Station
- WHITTON, CHARLES ROGER, Nantwich, Cheshire, Commission Agent May 27 at 10.30 Royal Hotel Crews

ADJUDICATIONS.

AWNEY, HENRY, Llanymmet, Glam, Licensed Victualler
North Pet May 8 Ord May 6
BAILES, SUSAN ANN, Plymouth Plymouth Pet May 7
Ord May 7
BAMFORD, JOHN EDWARD, Wandle nr Roehdale, Quilt
Manufacturer Manchester Pet March 18 Ord May 5
BIRKETT, GEORGE, Blackburn, Commission Agent Pres-
ton Pet May 5 Ord May 6
BISHOP, ANN MARIA, Long Buckby, Northampton
Northampton Pet April 29 Ord May 3
BROWN, JAMES, Salford, Dyer Salford Pet April 27 Ord
May 7
BROWN, JAMES THOMAS, Hornsey, Publican High Court
Pet Feb 12 Ord May 4
CAVERLY, ROBERT BRUCE, Strand High Court Pet Feb 22
Ord May 4
CHALON, HENRY, Kensington, Restaurant Keeper High
Court Pet May 5 Ord May 5
CLARK, JOHN WILLIAM, Northampton, Fancy Stationer
Northampton Pet April 25 Ord May 6
CRAVER, GEORGE HARRY, Pickering, Yorks, Corn Miller
Scarborough Pet March 21 Ord May 6
CROSS, FREDERICK JAMES, Southwark, Hat Manufacturer
High Court Pet May 5 Ord May 5
DAVIES, DANIEL, Pontypridd, Butcher Merchant Ponty-
pridd Pet May 7 Ord May 7
DAVIS, JACOB, Leeds Leeds Pet May 5 Ord May 5
DORG, EDWARD JOSEPH, Newport, Mon, Physician New-
port, Mon Pet May 7 Ord May 7
DEMOGOLLE, HERBERT ALEXANDER, St Helens, Lanes
Draper Liverpool Pet May 4 Ord May 5
EAST, FRANCIS JOHN, Gunthorpe, Notts, Farmer Notting-
ham Pet April 1 Ord May 7
FARW, FRANCIS, Wick, nr Littlehampton, Nurseryman
Brighton Pet May 5 Ord May 6
GOLDSMITH, GEORGE, Crowborough, Sussex, Builder Tun-
bridge Wells Pet May 7 Ord May 7
HAMMOND, HENRY ROSS, Lincoln's Inn fields, Solicitor
High Court Pet March 2 Ord May 4
HAYLAND, EDWARD JOHN, West Hackney, Leather Agent
High Court Pet March 21 Ord May 5
HAWLEY, HERBERT, Walsall, Fancy Leather Worker Wal-
sall Pet May 4 Ord May 4
HILLER, HENRY THOMAS, Upper Holloway High Court
Pet May 6 Ord May 6
JACKSON, JAMES, Leeds, Joiner Leeds Pet Feb 25 Ord
May 4
JAMES, GEORGE, jun, Hanley, Meat Salesman Hanley Pet
March 17 Ord May 4
JONES, JOHN JESKIN, Tylorstown, Glam, Grocer Ponty-
pridd Pet May 4 Ord May 4
KENNEDY, SIDNEY SCOTT, Abchurch lane High Court Pet
March 16 Ord May 6
KNIGHT, ARTHUR, Swansea, Engineer Swansea Pet May
6 Ord May 6
LEWIS, WILLIAM REED, Bedford, Com. & Promoter Bed-
ford Pet April 29 Ord May 7
LOWE, WILLIAM, jun, Warrington, Carver Warring'on
Pet April 21 Ord May 5
MAWDITT, EDWARD EVERET, King'sdown, Bristol, Builder
Bristol Pet May 5 Ord May 5
MONKHOUSE, CHARLES EDWIN, Parliament st, Company
Promoter High Court Pet April 14 Ord May 6
PARFITT, ALBERT, Keynham, Somerset, Coachbuilder
Bristol Pet May 6 Ord May 6
PEPPER, ROWLAND, Coventry, Clerk Coventry Pet May 6
Ord May 6
PHILPOTT, WILLIAM, Ludlow, Salop, Confectioner Leo-
minster Pet May 7 Ord May 7
PRIOR, CHARLES, Leicester, Carpenter Leicester Pet May
6 Ord May 6
RAND, HORATIO JAMES, Bolton Woods, nr Bradford
Bradford Pet May 6 Ord May 6
RIDDLE, ALFRED, Merstham, Surrey, Stationer Croydon
Pet May 2 Ord May 7
ROBINSON, GEORGE, Harrogate, Yorks, Greengrocer York
Pet May 6 Ord May 6
ROGERS, CHARLES, Old Kent rd, Butcher High Court
Pet April 6 Ord May 4
RYE, WILLIAM, Sheerness, Kent, Greengrocer Rochester
Pet May 3 Ord May 5
TEULUFFE, ERNEST EDWARD, Cardiff, Hairdresser Cardiff
Pet April 28 Ord May 5
VICKERT, EDGAR JOHN, Waverley, Liverpool, Tea Mer-
chant Liverpool Pet Feb 23 Ord May 6
WALKER, PHILIP BROWN, Leeds Leeds Pet May 5 Ord
May 5

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and inner halls, handsome dining-room, with
serving room adjoining, billiard-room, Smoking-room
with Lavatory and W.C., Double Drawing-Room, Bou-
doir, museum, with strong-room, garden entrance,
lavatory, plate closets, 2 w.c.'s, ample and well-
arranged domestic offices, having six servants' bed-
rooms, over and good cellars. The pleasure grounds
are of a delightful character, being richly timbered with
ornamental and other trees, and include flower gardens,
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The modern stabling contains accommodation for 14
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groom's rooms over, forming three sides of a square with
granite-paved yard in centre. It is approached by a
carriage drive, having a lodge at entrance and
overlooking picturesque park and woodland. The
whole embracing an area of about 123a. 3r. 30p. In a
Separate Lot is a large kitchen and fruit garden, with
numerous glasshouses, forcing pits, &c., and a small
brick-built house.

MESSRS. ALFRED SAVILL & SON are
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Two Lots.

Particulars, with plans and conditions of sale, may be
obtained of Messrs. Pemberton & Cope, Solicitors, 5, New-
court, Lincoln's-inn, W.C.; at the Mart; and at the
Auctioneers' Offices, 39, New Broad-street, London, E.C.

Sale days for the Year 1898.

Messrs.

FAREBROTHER, ELLIS, EGERTON,
BREACH, GALSORTHY, & Co. beg to announce
that the following days have been fixed for their SALES
at the AUCTION MART, Tokenhouse-yard, during the
year 1898:—

Tuesday, May 17.

Thursday, June 9.

Thursday, June 23.

Thursday, June 30.

Thursday, July 14.

Thursday, July 21.

Thursday, July 28.

Thursday, August 4.

Thursday, August 11.

Thursday, September 22.

Thursday, October 13.

Thursday, October 27.

Thursday, November 10.

Thursday, November 24.

Thursday, December 1.

Thursday, December 15.

No. 29, Fleet-street, Temple-bar, and 18, Old Broad-
street, E.C.

LINCOLN'S-INN.

MESSRS. EILOART will SELL by AUCTION,
at the MART, City, on MAY 20, 1898, at
TWELVE or ONE o'clock, in Three Lots, the three valuable
sets of FREEHOLD CHAMBERS on the second, third,
and fourth floors, situate in No. 8, NEW-SQUARE. The
accommodation comprises four rooms on the second floor,
five rooms on the third floor, and three rooms on the top
floor. They are situated on the west side of the square,
and only a few yards from the passage-way leading
through to the Law Courts. The second-floor chambers
are let on lease at a low rental, and vacant possession may
be had of the other sets.

Full particulars and conditions of sale may be had of
Messrs. Upton, Atkey, & Co., Solicitors, 14, Austin-friars,
E.C.; and of the Auctioneers, 40, Chancery-lane, W.C.

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